

LAW REVERSIONARY INTEREST SOCIETY, LIMITED.

24, LINCOLN'S INN FIELDS, W.C.

ESTABLISHED 1853.

Capital ... £400,000
 Debentures and Debenture Stock ... £208,130
 REVERSIONS BOUGHT. **LOANS MADE THEREON.**
Proposal Forms and full information may be had at the Society's Office.
 W. OSCAR NASH, F.I.A., Actuary and Secretary.

COMMERCIAL UNION

ASSURANCE CO., LIMITED,

NOW ISSUES FIDELITY GUARANTEE BONDS

Which are universally accepted.

MODERATE RATES TOGETHER WITH PROMPTITUDE

TOTAL ASSETS EXCEED £5,000,000.

HEAD OFFICE: 24/25, CORNHILL, E.C.

FIRE, LIFE, MARINE, AND ACCIDENT.

THE LAW GUARANTEE AND TRUST SOCIETY, LIMITED,

SUBSCRIBED CAPITAL - £1,000,000. PAID-UP - £100,000.

RESERVE FUND - £115,000.

FIDELITY GUARANTEES OF ALL KINDS. ADMINISTRATION AND LUNACY
 BONDS. MORTGAGE, DEBENTURE, LICENSE, AND CONTINGENCY
 INSURANCE. TRUSTEESHIPS FOR DEBENTURE-HOLDERS, &c.

HEAD OFFICE: 49, CHANCERY-LANE, W.C. | CITY OFFICE: 56, MOORGATE-STREET, E.C.

IMPORTANT TO SOLICITORS

X In Drawing LEASES or MORTGAGES of **LICENSED PROPERTY** **X**
 To see that the Insurance Covenants include a policy covering the risk of
 LOSS OR FORFEITURE OF THE LICENSE.
 Suitable clauses, settled by Counsel, can be obtained on application to
 THE LICENSES INSURANCE CORPORATION AND
 GUARANTEE FUND, LIMITED,
 24, MOORGATE STREET, LONDON, E.C.
*Mortgages Guaranteed on Licensed Properties promptly, without
 special valuation and at low rates.*

LEGAL AND GENERAL LIFE ASSURANCE SOCIETY.

ESTABLISHED 1836.

FUNDS - - - £3,000,000
 INCOME - - - £390,000
 YEARLY BUSINESS - - - £1,000,000
 BUSINESS IN FORCE - - - £11,700,000

THE PERFECTED SYSTEM of Life Assurance is peculiar to this Society
 and embraces every modern advantage.

PERFECTED MAXIMUM POLICIES.

WITHOUT PROFITS.

The Rates for these Whole Life Policies are very moderate.

Age	Premium	Age	Premium	Age	Premium
20	£1 7 8 %	30	£1 16 %	40	£2 10 %

£1,000 POLICY WITH BONUSES

According to last results.

Valuation at 2½ p.c. :- Hm. Table of Mortality.

Duration	10 yrs.	20 yrs.	30 yrs.	40 yrs.
Amount of Policy	£1,199	£1,438	£1,724	£2,067

Next Bonus as at 31st December, 1901.

OFFICES: 10, FLEET STREET, LONDON.

VOL. XLV., No. 25.

The Solicitors' Journal and Reporter.

LONDON, APRIL 20, 1901.

* * The Editor cannot undertake to return rejected contributions, and
 copies should be kept of all articles sent by writers who are not on
 the regular staff of the JOURNAL.

Contents.

CURRENT TOPICS	417	LAW SOCIETIES	429
ESTATE DUTY ON APPOINTED FUNDS	420	LAW STUDENTS' JOURNAL	429
THE STATUTORY ESTOPPEL UNDER THE		LEGAL NEWS	430
BILLS OF LADING ACT, 1855	421	COURT PAPERS	431
REVIEWS	422	WINDING UP NOTICES	437
CORRESPONDENCE	423	CREDITORS' NOTICES	437
NEW ORDERS, &c.	427	BANKRUPTCY NOTICES	437

Cases Reported this Week.

In the Solicitors' Journal.

Belham, Re. Rionardes v Yates	424
Costa Rica Railway Co. v. Forwood	424
Glamorgan Canal Navigation v. Nixon	
Navigation Co. (Lim.)	425
Mayor, &c. of Southend-on-Sea (Appellants) v. Archer (Respondent).	
The Same (Appellants) v. Romanis (Respondent)	426
Rex v. Roberts, Esq. (Auditor). Ex parte Kyle	424

The King v. Hamilton	427
Youman's Will, Re	428

In the Weekly Reporter.

Ellen v. Great Northern Railway Co.	395
Hull v. London County Council	396
Oliver v. Bank of England	391
R v. Bishop of Salisbury	399
Shuttleworth v. Murray	398
Stacey v. Hill	390
Walker, In re. Walker v. Duncombe	394

CURRENT TOPICS.

THE KING'S BENCH Cause List contains an aggregate of 776 causes, as against 684 at the commencement of the Michaelmas Sittings. The aggregate at the Hilary Sittings has stood at 772 and 768 during the last two years. There are 570 actions for trial as compared with 490 at the commencement of the Michaelmas Sittings.

THE CHANCERY Cause List continues at about the same figure as at the commencement of the last sittings. There were then 360 causes and matters, and there are now 351. No doubt the lengthened illness of Mr. Justice BYRNE accounts for the absence of a more substantial reduction; but it may be remarked that although the new arrangement as to witness actions has resulted in the clearing off of more of these actions, it does not seem to have produced much effect on the general list. There are 42 company matters before WRIGHT, J.

THE MAIN feature of the Cause Lists is the Probate, &c., Division list, which shows 314 causes, composed of 216 probate and divorce causes, and 98 admiralty actions. This division has hitherto been remarkable for the way in which the business has been kept down, and it remains to be seen how the two judges will deal with this heavy list.

THE STATE of business before the Court of Appeal, as disclosed by the Appeal List for the present sittings, is becoming a scandal. After the long Hilary Sittings, during which one would have expected the list to have been worked down, the total appeals number 373, as against 319 at the commencement of the last sittings. A year ago there were only 298 appeals in the list, and two years ago only 264. This steady increase of arrears is no doubt attributable in part to the absence of members of the court on non-judicial duty, but we think it is in no small measure due to the liberal allowance of holidays taken by the court. At the close of the last Michaelmas Sittings an esteemed correspondent furnished us with a record, which he said he had compiled from the *Weekly Notes* and the *Times*, of the days when the courts should have been sitting on which no sitting of the Court of Appeal was held. They amounted to eight days in one sittings.

THE Lord Chief Justice, on Wednesday, referred to applications for the postponement of cases. He said that the question

had been considered at the meeting of the judges held on Tuesday, and they had come to the conclusion that applications for postponement had of late become too numerous and had been too freely granted. Although, said the learned lord, we are glad to do all we can to meet the convenience of counsel, we have decided that for the future, except where good cause is shewn to the judge to whom the application is made, and approved by him, any case in which a postponement is required will be placed at the bottom of the week's list.

THE UNDERLYING principle of the order 14 procedure, says a correspondent, is that a plaintiff with a *bond fide* case ought to be able to obtain a cheap and expeditious remedy without being handicapped by the frivolous and dilatory methods of a defendant without a defence. But it is hardly surprising that defendants as a class do not share in the enthusiasm of plaintiffs for this procedure, which may, and in fact often does, bear very hardly in practice on a defendant who can disclose facts entitling him to defend. In such cases a practice has grown up of making payment into court of the amount claimed a condition precedent to permission to defend. It is not always the fault of the defendant that he is brought into court, and apart from his ability to raise the amount claimed, it may be highly inconvenient to withdraw it from investment, even temporarily. Not infrequently he will prefer what he considers the lesser evil, and allow judgment to go by default. It cannot, of course, be contended that in all cases unconditional leave to defend should be given; but where a defendant can shew facts which may amount to a defence, the inconvenience caused by payment into court may be altogether disproportionate to any advantage gained by the plaintiff. The Court of Appeal recently gave unconditional leave to defend in such a case, and ordered the plaintiff to pay the costs "here and below." The late Lord COLERIDGE was strongly opposed to the systematic practice of giving leave to defend only on condition of payment into court, and it would certainly appear a more equitable course if such an order were made the exception and not the rule.

A POINT of some novelty arose in *Anderson v. Collinson*, decided by Lord ALVERSTONE, C.J., and LAWRENCE, J., on the 17th inst. In an action for damages for seduction, brought by the mother of the girl, the defence was set up that the plaintiff was estopped from alleging the paternity of the defendant by reason of the decision of quarter sessions in affiliation proceedings which had already been taken. In these latter proceedings the parties were, of course, the girl and the defendant. The justices had adjudged the defendant to be the father, but their order had been quashed on appeal to quarter sessions for want of corroborative evidence. The present action was tried in a county court with a jury, and notwithstanding the point of estoppel and *res judicata* raised by the defendant, the county court judge left the case to the jury, who gave a verdict for the plaintiff with substantial damages, and judgment was given accordingly. It was decided in *Reg. v. Glynn* (L. R. 7 Q. B. 16) that a similar decision of quarter sessions was a bar to further proceedings in bastardy before the justices in which additional evidence was intended to be adduced, and if the same parties as were parties to the bastardy proceedings had been plaintiff and defendant in the present action, the defence of estoppel would possibly have been held to be well founded. But as the present plaintiff was no party to the former proceedings, the court held that there was nothing to oust the ordinary rule (of which *Jenkyn v. Jenkyn*, 5 W. R. 43, is an example), and that the plaintiff was not estopped. The judgment of the county court judge was therefore upheld. A further ground for upholding his decision does not appear to have been referred to in the arguments or judgment. There being no evidence to corroborate the mother, the quarter sessions were precluded by statute (35 & 36 Vict. c. 75), s. 4, from adjudging the defendant to be the father. Their decision was, therefore, not a decision that he was not in fact the father, and that question was left entirely open.

WHAT APPEARS to be a new principle, or at any rate one which has not been expressly recognized in previous cases where

actions for damages for personal injuries founded on negligence have been brought, was enunciated by the Court of Appeal this week in *Robinson v. W. H. Smith & Son* (Times, 17th April). A boy of twelve years old in the employ of the defendants was injured while crossing the metals on his way to get papers from another platform. The boy was in the habit of crossing, and had not been warned not to cross, the metals, but there was a footbridge and the usual notice to passengers to cross by it alone. The boy was fully aware of the dangerous nature of his employment. The county court judge nonsuited the plaintiff on the ground that there was no evidence of negligence. A Divisional Court held that there was evidence of negligence for the jury, since the employment was a dangerous one, in regard to which a duty was thrown upon the defendants of taking special care. But the Court of Appeal, in supporting that decision, relied on what, it is suggested, is a new principle—namely, that "the duty which the master owes to a child is a superior duty to that which he owes to a man." Apparently this amounts to saying that the maxim *volenti non fit injuria* is not applicable in the case of children. This is surely a novel doctrine. It may be, and often is, desirable that children should be specially protected, but such protection has generally been given by the Legislature and not by their special exemption from any of the established maxims of the common law. Probably what is really meant is, that the evidence which in the case of an adult would satisfy a jury that the dangerous character of the employment was fully known to and appreciated by the adult, would have to be much stronger in the case of a child. Therefore, the employer must clearly prove that the child appreciated the danger, and, if it was not explained to him and a proper warning was not given, then, although the danger would be obvious to an adult, there will be evidence for the jury in the case of a child that the employer was negligent. The duty which is owed in each case is the same. But stronger evidence will be necessary in the one case than in the other that such duty was performed.

QUITE RECENTLY, in commenting in these columns upon a case in which the question had been raised of the power of a publican to eject a person from licensed premises, we referred to the judgment of KELLY, C.B., in *Regina v. Rymer* (25 W. R. 415, 2 Q. B. D. 136), in which he pointed out the great difference between an inn and a mere tavern. In a tavern, he said, no one has a right to insist on being served any more than in any other shop. It is also made clear that, even if the place is an inn, the proprietor may refuse to serve a person who is not a traveller; and further, that if the place is an inn and the would-be customer is a traveller, still the publican may refuse to serve him for reasonable cause. The case, in fact, simply illustrates the common law and shews that it must not be extended beyond certain limits. The law is clear that it is an indictable misdemeanour for an innkeeper, without reasonable cause, to refuse refreshment to a traveller, and this has been recognized for centuries. This week, at Alton, in Hampshire, a person who seems to be undoubtedly an innkeeper was charged with refusing to serve certain soldiers, who seem to have been as clearly travellers. Anyhow, it was not suggested either that the defendant was not an innkeeper, or that the soldiers were not travellers. The defence, however, was that the soldiers were drunk; while the prosecution denied this, and alleged that the barmaid who refused to serve the soldiers had stated as her reason that she was strictly forbidden by the defendant to serve soldiers in uniform. The case has been sent for trial, and so, of course, we express no opinion whatever upon the facts. As to the law, however, if the soldiers were drunk, the innkeeper was certainly right to refuse to serve them. But if they were sober, the fact that they were wearing his Majesty's uniform was certainly not "reasonable cause" for refusing to serve them. In fact, if an offence was committed, the putting forward of such a reason was rather an aggravation of that offence. Whatever may be the truth about the case *sub judice*, there is no doubt that in many licensed places soldiers in uniform are treated as these soldiers are said to have been treated. We hardly think, however, that an indictment is quite the right remedy. If the licensing justices have the interests of the army

at heart, and desire to protect his Majesty's uniform from insult, they have the remedy in their own hands. If the War Office, instead of taking criminal proceedings, were to oppose at the next licensing sessions the renewal of the licence of every publican offending in this manner, we venture to say little would be heard of these slights to soldiers.

THE Court of Appeal have affirmed in *Inman v. Ackroyd & Best (Limited)* (49 W. R. 369) the judgment of BRUCE, J., with respect to the remuneration of directors, and directors serving under articles of association as commonly framed are placed in the singular position of only being entitled to remuneration in any year when the full year's service has been completed. This view does not seem to have been countenanced by the Court of Appeal twelve years ago in *Swabey v. Port Darwin Gold Mining Co.* (1 Megone C. C. 385), and at any rate, as was determined by that case, a company cannot, by altering the rate of remuneration, affect the right of the directors to be remunerated at the old rate for the part of the year which has already elapsed. The same principle would seem to apply whenever a director serves for part of a year, but it was decided by COZENS-HARDY, J., in *Salton v. New Beaton Cycle Co.* (47 W. R. 462; 1899, 1 Ch. 775) that when the articles provide for the payment of an entire sum to the board "in each year," to be divided as the directors shall agree, or in default of agreement equally, no right to remuneration arises until the year has been completed. In *Inman v. Ackroyd & Best (Limited)* the articles contained a similar provision. The directors were to be paid the sum of £125 per annum per director, and such further sums as the company might determine, and the same were to be divided among the directors according to agreement, or in default of agreement equally. Thus, if there were four directors, there would be £500 to be divided amongst them, but according to the judgment of the Court of Appeal this sum would not be earned, and the time for division would not come, until the end of the year, so that a director who retired in the course of the year could not claim any remuneration. This is opposed to the policy of the Apportionment Act, 1870, which expressly applies to salaries, and can hardly be justified on the grounds of commercial practice. Of course, where a company is in the experimental stage it may be quite proper for the directors who do not give active attention to the business not to take any remuneration at all unless the year's working justifies it, but in general there seems to be no reason why directors' remuneration should not be apportionable just like any other annual payment. However, it is a matter of drafting, and articles may easily be framed so as to secure this result if it is desired.

WHERE TWO fields are separated by a hedge and a ditch there is a well-known presumption of law as to the ownership of the hedge, and *prima facie* it belongs to the owner of the field which it separates from the ditch. "No man," said LAWRENCE, J., in *Fowles v. Miller* (3 Taunt. p. 138), "making a ditch can cut into his neighbour's soil; but usually he cuts it to the very extremity of his own land. He is, of course, bound to throw the soil which he digs out upon his own land, and often he plants a hedge on the top of it. If he afterwards cuts beyond the edge of the ditch, which is the extremity of his land, he cuts into his neighbour's soil and is a trespasser." Hence both hedge and ditch belong to the owner of the field on the other side of the hedge from the ditch. This, however, is merely a presumption of law, and is liable to be rebutted by evidence shewing that the hedge really belongs to the owner of the field adjacent to the ditch. What evidence will be sufficient for this purpose formed the subject of the judgment of RIDLEY, J., in *Earl of Craven v. Pridmore* (*Times*, 30th ult.). The action was for trespass by the defendants in cutting down trees in a boundary fence which the plaintiff claimed to belong to him. The fence had a ditch on one side only—namely, on the side of the defendants' field—and upon the presumption of ownership thence arising the plaintiff based his claim. There was evidence, however, that the defendants or their predecessors had for many years past repaired the fence, and had also on several occasions, dating back thirty-one years, cut trees in it,

and these acts, it was said, were sufficient either to rebut the presumption of the plaintiff's ownership, or to give an adverse possessory title to the defendants. The latter point RIDLEY, J., did not find it necessary to decide, as he held that the usual presumption was rebutted by the evidence in the case. The repair of the fences he regarded as of slight importance, this often being done as a matter of convenience without any thought of asserting title; but the cutting of trees is a distinct act of ownership. It does not appear, indeed, that the plaintiff and his predecessors were aware of the circumstances, and the value of an act of ownership depends largely upon its being known to those who are interested in disputing it: see *per* Lord BLACKBURN in *Lord Advocate v. Blantyre* (4 App. Cas., p. 791). Still, even though unknown to the adjoining landowner, it has a value as indicating ownership, and especially when it is a question of merely rebutting a presumption. Hence, according to the decision of RIDLEY, J., the plaintiff's action failed.

AT THE Dorchester Quarter Sessions last week a matter of some importance to solicitors, and of considerable general interest, was brought before the court by the bar. It appears that the clerk of the peace, or his partner, occasionally acts as prosecuting solicitor in certain cases tried at quarter sessions, and the bar asked the court to say that it was improper, or at least unadvisable, for either of these gentlemen to so act. The fact that the clerk of the peace should ever be called upon to act for the prosecution, arises from a state of things probably to be found in nearly every county in England. By the Local Government Act, 1888, in most cases the clerk of the peace is also clerk of the county council, and is appointed and removable by the standing joint committee of the county council and the quarter sessions. Now, the joint committee is the police authority, and as such has control of the police of the county. The clerk of the peace, therefore, as a rule, is clerk to the police authority, and as such is their legal adviser. Hence, if a criminal case occurs in which the interests of the police are particularly involved, or in which the conduct of the police is impugned, it seems to be quite common, as well as natural, for the clerk of the peace, or more likely his partner, to act for the prosecution. At county quarter sessions it is almost invariable for two courts to sit simultaneously, and in the second court it is usual for a partner of the clerk of the peace to act for that officer. The clerk of the peace, when acting as such at quarter sessions, is a most important part of the court. He sits as the legal adviser of a court which is (presumably) composed of non-professional men, and is undoubtedly in a judicial position, for on a point of law his ruling is accepted by the court. It is difficult to see how under such circumstances a man can sit as clerk of the peace and at the same time instruct counsel as prosecuting solicitor. There is probable nothing illegal in his so acting, but it is manifestly undesirable that any public officer should allow himself to fill at the same time two positions the duties of which may become sharply antagonistic. As prosecutor he is bound, within certain limits, to urge a view of the law favourable to his clients; as clerk of the peace he is bound to form an absolutely impartial and judicial opinion as to the law. How can anyone fulfil these two duties in every case in a satisfactory manner? Of course it may be that a partner of the clerk of the peace acts as prosecuting solicitor, but takes no part in the business of quarter sessions. It also happens that although some gentleman from the office of the clerk of the peace prosecutes at petty sessions on committal to the quarter sessions, no further part is taken in the proceedings by any member of the firm, but the prosecution is left in the hands of the clerk to the justices in the usual course. In both these cases, however, there seems to be an undesirable state of things. Any suspicion of partiality should be scrupulously avoided, especially where the conduct of the police towards the public is in question. And it would be very hard to convince an accused person that a clerk of the peace was capable of giving impartial advice to the court against the interests of his own partner, or contrary to the view he had himself put forward on a previous occasion. No doubt many men may be trusted to act impartially even under such circumstances, but the man in the street will not give anyone credit for so much virtue, and every

appearance of evil should be removed from the administration of justice. The court at Dorchester expressed an opinion that the state of things brought to their notice was unadvisable, and intimated that before next sessions some steps would be taken to bring about a change. Now that attention has been drawn to this matter in so marked a fashion, probably more will be heard of it in connection with other counties.

It is not an uncommon thing, in these days of more stringent bankruptcy laws, to find the ingenuity of persons who wish to avoid payment of their debts exercised in making those very laws subservient to their purpose. A recent, though not quite novel, instance of this is to be found in the case of *Re Betts* (ante, p. 381). The bankrupt had at one time been in enjoyment of a large income, but this had been forfeited by reason of his former bankruptcy and was being applied by the trustees for the benefit of his wife and children. The bankrupt systematically incurred debts for sums below £20, thus keeping out of the clutches of the criminal law, and as regularly, upon proceedings against him by judgment summons, avoided a committal order by filing his own petition. For it was decided in *Re Nuthall* (8 Morr. 106) that no order can be made against a person upon a judgment summons while he is a bankrupt, and in *Re Painter* (43 W. R. 144) it was held that the court was not entitled to refuse a receiving order merely because the debtor had presented his petition with the express view of preventing his committal on a judgment summons. Such a system, as was pointed out by WRIGHT, J., in *Betts' case*, rendered the bankruptcy law the bankrupt's auxiliary in defrauding his creditors. Fortunately the court saw its way to distinguish *Re Painter*, though on what grounds it is not quite clear. Apparently, however, it is a question of degree. When pursued as a system, such a line of conduct will be an abuse of the process of the court, and no receiving order should be made. But in an isolated instance, as in *Re Painter*, it will not afford a ground for giving the debtor the protection afforded by the bankruptcy law.

THE LAW of England, while making a distinction between common and aggravated assaults, has awarded no particular punishment for assaulting and beating a man in his own house. Assaults are, of course, committed in every description of building—we believe they have even taken place in the House of Commons—but the nature of the place where the assault is committed does not as a rule increase the penalty. In a case before one of the Metropolitan police magistrates about a week ago, the person assaulted was at the time of the assault in his own club, and the offender was treated with some severity, but he would scarcely have fared better if the offence had taken place in the public street. Other nations have viewed the matter differently. The Roman law regarded an assault as of a grave character either from the nature of the act, or the nature of the place in which it was done, as in a theatre or the forum. The law of Scotland, following, as it would appear, the Roman law, created the offence of "hamesucken," beating or assaulting a person within his own house. It is stated by the text-writers that the offence tends to the disturbance of a man's peace for the future, inasmuch as the violence of a ruffian has once been able to reach him in that place which is more particularly his own, and which the law has carefully fenced for him as his sanctuary. Anyone guilty of the crime was liable to the punishment of death and to the confiscation of all his moveables. We have been unable to find any explanation of this difference between the law of our own and other countries. It has always been supposed that an Englishman's home is entitled to particular respect.

His Honour Judge Snagge, Judge of the Oxfordshire County Court, has, says the *Daily News*, distinguished himself by holding his court in the open air. At this week's sitting, at Thame, he had to decide a case in which the question of ancient lights was involved. It being difficult to come to a conclusion from the evidence of the witnesses, his honour decided to continue the hearing at the place complained of. Forthwith the court was adjourned to the open air, where, under a spreading tree, after having viewed the lights in question, he continued to receive the testimony, and at length gave his verdict. Rain fell heavily at the time, but it did not hinder the administration of justice.

ESTATE DUTY ON APPOINTED FUNDS.

IN the case of *Re Treasure, Wild v. Stanham* (1900, 2 Ch. 648), Mr. Justice KEKEWICH decided that, where a general power of appointment over a fund is exercised by will, the appointed fund does not pass to the executor as such. In *Re Moore, Moore v. Moore* (ante, p. 312; 1901, W. N. 48), Mr. Justice BUCKLEY, a few weeks ago, decided exactly the opposite. This conflict of judicial decisions has unsettled, for the present, an important point as to the incidence of estate duty, in a case where a testator, as part of his testamentary dispositions, has, in exercise of a power, appointed a fund, and has also appointed an executor, but has not given specific directions as to the payment of estate duty, or has not (as in *Re Treasure*) in general terms directed that "testamentary expenses" (which in that case and in *Re Clemow, Yeo v. Clemow* (1900, 2 Ch. 182), were held to include estate duty in respect of personal property) are to be paid out of residue. If Mr. Justice KEKEWICH is right, then, in the case supposed, estate duty is, by virtue of section 9 (1) of the Finance Act, 1894, payable out of the fund; if Mr. Justice BUCKLEY, on the other hand, is right, the duty is payable out of the residuary estate. It is to be hoped that this state of uncertainty will soon be set at rest by a decision of the Court of Appeal, but in the meantime we venture to state our reasons for thinking that the view of Mr. Justice BUCKLEY is not the correct one.

In the first place, that learned judge does not seem to have kept clearly before him the distinction between property devolving on an executor *virtute officii*, and property in respect of which powers have from time to time been conferred on an executor by law, or which is vested in him as trustee by the will of the testator. According to Mr. Justice BUCKLEY, the appointed fund comes to the executor because he has proved the will. This view is opposed to that expressed in *Platt v. Routh* (6 M. & W. 756). There, JUDITH ANN PLATT, a married woman, exercised by will a general power of appointment and appointed executors, and the question in dispute was whether or not probate duty was payable in respect of the appointed property. It was held that, under the law as it then stood, probate duty was not payable, and, in the course of his judgment, Lord ABINGER, C.B., observed (p. 791): "Now, although JUDITH ANN PLATT had what we consider an absolute power of appointment over the property in question, yet it is clear that the Ordinary never could, under any circumstances, have had any right whatever to interfere with it; and it is also certain that, whether probate be granted or not, the executor, *quâ* executor, can have no title to any part of the property." It may perhaps be also worth remarking that, when the liability to probate duty was extended, by 23 Vict. c. 15, s. 4, to personal estate which the deceased had disposed of under a general power, it was provided, by section 5, that the duty was to be a charge upon the property so disposed of, and was to be paid thereout by the trustees to the executor or administrator of the deceased—a provision which tends to shew that, at all events in the opinion of the framers of the Act, the property did not pass to the executor as such. It is clear, moreover, that property over which a testator has exercised a general power of appointment is equitable assets (*Pardo v. Bingham*, L. R. 6 Eq. 485), and if so, it could hardly be said to come to the hands of an executor *virtute officii*. Such property, no doubt, is available for the payment of debts after all the other property of the testator has been exhausted; but the power of an executor to resort, if necessary, to an appointed fund is a special power given to him by law, similar to the powers with respect to real estate conferred on an executor by the Land Transfer Act, 1897. And in the latter case, it has been expressly held by Mr. Justice BUCKLEY himself that real estate does not pass to the executor as such: *Re Palmer, Palmer v. Rose-Innes* (1900, W. N. 9).

Our second ground of objection to Mr. Justice BUCKLEY's decision is that it does not appear to us to be warranted by the case on which he principally relied—viz., *Re Hoskin's Trusts* (6 Ch. D. 282). According to the learned judge, that case decides that the executor gets the appointed fund *virtute officii*. The decision does not say so in terms, nor do we

think it necessarily implies that conclusion. The case was, in the first instance, opened before JESSEL, M.R., and JAMES and BRAMWELL, L.JJ., and the Master of the Rolls said that he considered the law to be settled in accordance with *Re Philbrick's Trusts*—a case with which we shall deal presently. Upon the case coming on again, JAMES, L.J., in concluding his judgment, said, "If the merits had to be gone into, I should hold it to be established beyond all question that where a *feme covert*, or any other person having a general power of appointment over a fund of personality, makes an appointment of the fund by will and appoints an executor, the executor, when he has proved the will, is entitled to receive the appointed fund." The words "when he has proved the will" seem to be the only ones that in any way support Mr. Justice BUCKLEY's interpretation of the case as deciding that an executor takes the fund *virtute officii*. But, on the one hand, the grant of probate may invest an executor with powers over property other than that devolving on him *virtute officii*; and, on the other, it may be looked upon as a completion of the qualification for the special trusteeship to which the appointor has nominated the particular person designated as his executor. The taking out of probate is not, therefore, in itself conclusive as to the character in which the executor takes the appointed fund, while the decision in *Re Philbrick's Settlement* (34 L. J. Ch. 368) appears to us unequivocally to support the view that he takes it as a special trustee nominated by the appointor, and not *virtute officii*. Mr. Justice BUCKLEY considered that in that case it was not decided in what character the executors took the appointed fund as against creditors and the like. But, as was pointed out by Mr. Justice KEKEWICH, it was certainly the view of ROMILLY, M.R., who decided the case—a view clearly expressed—that the testatrix by appointing executors must be considered to have appointed the property to them as trustees. This was the view which prevailed with Mr. Justice KEKEWICH, and it seems to be a sounder one than to hold that equitable assets pass to an executor *quod executor*.

On the whole, therefore, we think that the decision in *Re Treasure* is the safer one to follow, and that, in the absence of any direction in the will to the contrary, the appointed fund should bear the estate duty.

THE STATUTORY ESTOPPEL UNDER THE BILLS OF LADING ACT, 1855.

THE case of *Parsons v. New Zealand Shipping Co.* (49 W. R. 355; 1901, 1 Q. B. 548) is a singular instance of the difficulty which may arise in applying apparently simple rules to the circumstances which they were designed to meet. In March, 1899, the defendants by their manager signed a bill of lading for the carriage of 1,076 carcasses of frozen lamb on the steamship *Fyeshire* from Timaru to London. The bill of lading referred to the carcasses as being "marked and numbered as in the margin," and the marks and numbers in the margin were as follows: "The Sun Brand, Canterbury, N.Z., Lamb, 622 X, 608 carcasses, 722 X, 468 carcasses, weighing 35,806 lb." In June, 1899, the plaintiff purchased the carcasses covered by the bill of lading from the shippers, the Christchurch Meat Co., for £820 11s. 1d., and the bill of lading was indorsed and delivered to him. But when the ship arrived at the Port of London the whole number of 608 carcasses marked 622 X were not forthcoming, it appearing that only 507 carcasses so marked had been in fact shipped under the bill of lading. There were, however, 101 carcasses marked 522 X which were shipped under and intended to be comprised in the bill of lading, and after some delay these were tendered by the shipowners to the plaintiff. But the price of lamb had fallen since the purchase, and he declined to have anything to do with 522 X lamb, preferring to claim the damages fixed by the bill of lading in case of loss—namely, the invoice price of the goods. So far as the quality of the meat was concerned it seems that there was no justification for this course, 522 X and 622 X of the Sun Brand denoting exactly the same quality, and the variation from 5 to 6 only indicating a change in the date when the animal was killed and put into ice. In the words of KENNEDY, J., at the trial of the action, referred to by COLLINS, L.J., in his judgment in the Court of Appeal: "The meat as a

commercial article is absolutely unaffected in its character or value whether it is marked 522 or 622."

The general effect of a bill of lading has long been settled by authority. It operates as a receipt for the goods shipped under it, as a contract for their carriage, and as a document of title. It is only with its effect in its first character that we are now concerned. "A bill of lading," said BULLER, J., in *Lickbarrow v. Mason* (2 T. R. 75), "is an acknowledgment by the captain of having received the goods on board his ship"; and elsewhere (*Caldwell v. Ball*, 1 T. R. 216) the same judge described it as "an acknowledgment under the hand of the captain that he has received such goods [*i.e.*, those loaded on his ship], which he undertakes to deliver to the person named in that bill of lading." Signature by the captain is not, however, at the present time essential. In the case of steamships it is usually signed by the ship's broker, or, as in the present instance, by an official of the shipping company. But by whomsoever it is signed, its effect apart from statute is the same. The shipowner is only liable to deliver the goods actually shipped (*Jessel v. Bath*, L. R. 2 Ex. 267), and though the bill of lading is *prima facie* evidence of what goods were shipped, yet it is not conclusive, and the shipowner can give evidence that the goods mentioned in the bill of lading were not shipped. In other words, the shipowner is bound to deliver the full amount of the goods signed for, unless he can prove that the whole or some part were in fact not shipped: *Smith & Co. v. Badouin Steam Navigation Co.* (1896, A. C. 70). This rule holds in the first instance as between the shipowner and the shipper of the goods to whom the bill of lading is given. But it also holds as between the shipowner and an indorsee for value of the bill of lading. Hence where the captain signs for goods which are not shipped (*Grant v. Norway*, 10 C. B. 665), or signs for goods which on the bill of lading are stated to be of superior quality to those shipped (*Coz, Patterson, & Co. v. Bruce & Co.*, 35 W. R. 207; 18 Q. B. D. 147), the shipowner is not responsible to the indorsee.

So far as the shipowner is concerned, this is still the law in cases where he does not sign the bill either himself or by an agent acting immediately under his orders, and in such cases he may bring forward evidence to rebut the liability which the terms of the bill of sale *prima facie* fasten upon him. But so far as concerns the master or other person signing the bill of lading, it has been thought expedient that its terms should be conclusive. "Whereas"—so runs the preamble of the Bills of Lading Act, 1855 (18 & 19 Vict. c. 111.)—"it frequently happens that the goods in respect of which bills of lading purport to be signed have not been laden on board, and it is proper that such bills of lading in the hands of a *bona fide* holder for value should not be questioned by the master or other person signing the same on the ground of the goods not having been laden as aforesaid"; and then the statute goes on in section 3 to enact that "every bill of lading in the hands of a consignee or indorsee for valuable consideration representing goods to have been shipped on board a vessel shall be conclusive evidence of such shipment as against the master or other person signing the same, notwithstanding that such goods or some part thereof may not have been so shipped, unless such holder of the bill of lading shall have had actual notice at the time of receiving the same that the goods had not been in fact laden on board," with a proviso exonerating the master or other person signing in case of fraud.

There is thus created a statutory estoppel as against the master or other person signing, but as against him only; and though, if it is sought to set up the statute against any particular individual it is not essential to shew that he personally signed the bill of lading, yet the signature must have been appended under his immediate authority. Where the signature is by the ship's agent at a foreign port, the statute cannot be set up against the owner (*Jessel v. Bath*, *supra*), and still less where a broker signs as agent for the master (*Thorman v. Burt*, 54 L. T. 349). On the other hand, where the master signs, the statute clearly works an estoppel against him, and if he signs for the full consignment intended to be shipped, and then from lack of space has to leave part to follow in another vessel, he is liable in an action for non-delivery to make good any loss which the delay may cause: *Smith v. Thegarthen* (56 L. J. Q. B. 437).

In the present case of *Parsons v. New Zealand Shipping Co.* (*supra*) the shipowners were themselves subject to the estoppel in consequence of the signing of the bill of lading by their manager, and the only point in dispute was as to the extent of the estoppel. According to the enactment just quoted, a bill of lading in the hands of an indorsee for value representing goods to have been shipped is "conclusive evidence of such shipment." To apply the statute, therefore, it is necessary first to shew what goods are represented by the bill of lading as having been shipped, and then the representation of "such shipment" is to be binding. The judgments delivered in the Court of Appeal indicate two views as to the effect of the description of the goods contained in the bill of lading. Is it such a description as will insure that the goods intended to be covered by the bill of lading may be quickly identified, or is it sufficient that the general character and quality of the goods as appearing on the bill of lading tally with those of the goods which the shipper offers to deliver? So far as mere identification is concerned, it might make all the difference whether there were in the ship 608 carcasses of lamb marked 622 X to correspond with the bill of lading, or only 507 so marked and 101 marked 522 X. In the former case the indorsee could have delivery of the entire 608 carcasses at once; in the latter he could have only 507 at once, and for the remainder, if he claimed them as his, he must wait till other consignees had had a chance of saying whether they also claimed them.

This was pointed out by A. L. SMITH, M.R., who regarded the marks and numbers as chiefly important for the purpose of speedy identification, and placed a corresponding construction upon the estoppel raised by the statute. "I do not think," he said, "that the Bills of Lading Act is confined to marks of quality and quantity which are comparatively rare when compared with marks of identification, and which quality marks when used are usually coupled with a statement in the bill of lading 'weight, contents, and value unknown.' In my opinion section 3 of the Bills of Lading Act applies to what is usual, if not universal, in commerce—namely, to goods as in the present case shipped under specific marks and numbers of identification, and so represented in the bill of lading." In this view the plaintiff, whose bill of lading shewed 608 carcasses marked 622 X, was not bound to take 507 so marked and 101 marked 522 X; and apart from a consideration subsequently mentioned, he was entitled to claim damages for short delivery.

The majority of the Court of Appeal (COLLINS and ROMER, L.JJ.), however, declined to attach this importance to marks which were meaningless so far as the commercial value of the goods was concerned, and were, as regards the purchaser, only useful for the purpose of easy identification. That the statute may apply, the bill of lading must represent goods to have been shipped, and then it is conclusive as to such shipment. Here the bill of lading represented goods of a certain kind and quality to have been shipped; goods of that kind and quality were in fact shipped under the bill of lading; and these goods were tendered by the shipowners in discharge of their obligation. The only objection was that the goods tendered varied in marks useful for identification, but not indicative of quality, from the marks in the bill of lading. Was this a matter to which the statutory estoppel was meant to extend? According to the judgment of COLLINS, L.J., no. As he neatly put it, the marks went to identification only, and not to identity. "It is obvious," he said, "that where marks have no market meaning and indicate nothing whatever to a buyer as to the nature, quality, or quantity of the goods which he is buying, it is absolutely immaterial to him whether the goods bear one mark or another. . . . The goods represented by the bill of lading to have been shipped have been shipped, and a mistaken statement as to marks of this class merely makes identification more difficult; it does not affect the existence or identity of the goods." This construction of the statutory estoppel is perhaps less literal than that adopted by the Master of the Rolls, but it has the advantage of confining its effect to cases where the indorsee of the bill of lading really fails to obtain delivery of goods substantially the same as those he is expecting, and it saves the person signing the bill of lading from claims in respect of mere clerical errors in the bill of lading. Moreover, if the indorsee is really prejudiced by delay in delivery of the goods owing to difficulty of identi-

fication his remedy for such delay is left untouched. The only result is that he is not allowed to make use of the statutory estoppel to refuse delivery of goods which only differ from the goods mentioned in the bill of lading in marks not affecting character, quality, or quantity. To the same effect was the judgment of ROMER, L.J.

Possibly with a view to meeting such a case as the present, the bill of lading contained the following clause: "The ship will not be responsible for correct delivery or loss unless each package is distinctly, correctly, and permanently marked by the merchant before shipment with a mark or number and address." What is the meaning of the word "correctly" as thus used? The Master of the Rolls held that each package had to correspond in its marking with the mark indicated in the bill of lading. Failing this, it was not correctly marked with the meaning of the clause, and the shipowner would not be responsible. The effect is to exempt the shipowner from any duty of examining the marks on the packages as they are taken on board, and to require him to do no more than verify the number received. Having regard to the rapidity with which packages are loaded, this is as much as the person superintending the loading can really attend to, and the construction gives a reasonable meaning to the clause. The Master of the Rolls, accordingly, held that the 101 carcasses in question were not correctly marked, and that the shipowners were exempt from liability. Thus, in the result, he agreed with the majority of the court, and the judgment of KENNEDY, J., was unanimously affirmed. If this, however, is intended as the meaning of the clause in question, it would be easy in future to alter it so as to make the point clear.

REVIEWS.

MAGISTERIAL PRACTICE.

STONE'S JUSTICES' MANUAL: BEING THE YEARLY JUSTICES' PRACTICE FOR 1901. A GUIDE TO THE ORDINARY DUTIES OF A JUSTICE OF THE PEACE. WITH TABLE OF STATUTES, TABLE OF CASES, APPENDIX OF FORMS, AND TABLE OF PUNISHMENTS. THIRTY-THIRD EDITION. Edited by GEORGE B. KENNETT, Esq., Solicitor, Town Clerk (late Clerk to the Justices) of Norwich. Shaw & Sons; Butterworth & Co.

"Stone" has now arrived at its thirty-third edition, and there is little left to be said of it which has not been said long ago. No lawyer whose business takes him into courts of summary jurisdiction can afford to be without it, and the quantity of law contained in its 1,153 pages is truly remarkable. The book has gained a well-deserved reputation for general accuracy and reliability, to which few other books of its kind have attained. The thirty-third edition is quite up to the level of any of its predecessors. In fact it presents no new features and is merely a reproduction of the thirty-second edition, incorporating the statutes and cases of the year 1900. This incorporation seems to have been carried out, on the whole, with the accuracy which we are accustomed to find in "Stone." There have been comparatively few changes in this branch of the law to chronicle during last year. Probably the most important statutory provision is the Money-lenders Act, 1900, which gives justices power to inflict a fine up to £100 upon a money-lender who exercises his calling without complying with the provisions of the Act as to registration, &c. Hardly any decision of the High Court during the year can be said to be of first-rate importance.

In our remarks in these columns last year upon the thirty-second edition we said that some slight errors in the indexing may always be found in this book. Some of the errors we then referred to have been perpetuated in this edition. For example, in the Index is to be found "Jew—employment of, on Sunday, 918," but there is nothing on the subject at p. 918, nor apparently anywhere else in the book. The reference is probably to section 51 of the Factory Act, 1878, but that section is not noticed in the text, or in the Table of Statutes. Again, the Bail Act, 1898, duly appears in its proper place in the text, but it has no place in the Table of Statutes, neither had it last year. In the same table there is, moreover, a curious error. The last statute mentioned is "63 & 64 Vict. c. 63 (Local Government (Ireland) Act, 1900)." Now, it is very hard to see what this Act has to do with the subject-matter of the book, and we turned to p. 227 in some curiosity to find out. On that page, however, there is no reference whatever to the Irish Act, and there is probably no reference to it in the book. Why should there be? But we do find on the page "The Wild Animals in Captivity Protection Act, 1900," which is cited as "c. 63." In fact it is chapter 33, and is not men-

tioned at all in the Table of Statutes, though its provisions appear correctly in the text. We have read accounts of meetings of local bodies in Ireland, at which the conduct of members has clearly resembled what might be expected from wild animals in captivity, if freshly caught. Whether this resemblance was in the mind of the editor when he made the mistake we cannot say. Anyhow, this may be an explanation. We repeat, that in this edition, as in former editions, there are too many small errors in the indexing.

ROMAN LAW.

THE INSTITUTES. A TEXT-BOOK OF THE HISTORY AND SYSTEM OF ROMAN PRIVATE LAW. By RUDOLPH SOHM, Professor of German Law and Ecclesiastical Law in the University of Leipzig. Translated by JAMES CRAWFORD LEDLIE, B.C.L., M.A., Barrister-at-Law. WITH AN INTRODUCTION by ERWIN GRUEBER, Dr. Jur., M.A., Professor of Roman Law and Jurisprudence in the University of Munich, late Deputy Regius Professor of Civil Law and Reader in Roman Law in the University of Oxford. SECOND EDITION. Oxford: At the Clarendon Press; Stevens & Sons (Limited).

It speaks well for the interest taken in Roman law in this country that a second edition of Mr. Ledlie's translation of Professor Sohm's Institutes should have been called for so soon. The original work had by the middle of last year reached its ninth edition, but it had been subjected to extensive alteration in consequence of the promulgation of the German Civil Code. This came into force on the 1st of January, 1900, and Dr. Grueber explains in the introduction to the present translation the changes which it necessitated in the arrangement of legal teaching in Germany. Corresponding changes have been made by Professor Sohm in the contents of his work and in particular the portion devoted to the history of Roman law has been considerably amplified. To English students this will probably be the most useful part of the book. In the compass of some 150 pages Roman law is traced from the earliest times, through its development by means of the Praetorian edict and the opinions and writings of the jurists, down to its final expression in the Digest of Justinian. The account of the various jurists—Ulpian, Papinian, and the rest—to whom Roman law owed so much, is especially interesting. Professor Sohm gives the story also of the revival of Roman law for the modern world, and he does not leave the subject until he has shown how Savigny's famous treatise on Possession sent men back to the study of the pure Roman law of the *Corpus Juris*. The direct authority of that law has now ceased, but its interest to the student of jurisprudence is likely to increase rather than diminish. "The *Corpus juris civilis*," says Professor Sohm, "has now ceased to have any force as an actual code of law, but it will continue to hold its own as a subject of scientific study. As a piece of legislation the system of Roman private law was destined to pass away; as a work of art it will endure for ever." We have not had an opportunity of comparing Mr. Ledlie's translation with the original, but so far as we can judge, his task has been very successfully accomplished, and he has rendered valuable service to the cause of jurisprudence in this country.

LICENSING LAW.

THE LICENSING LAWS. WITH INTRODUCTION AND EXPLANATORY NOTES. By GEORGE CRISPE WHITELEY, Barrister-at-Law. THIRD EDITION. By GEORGE CECIL WHITELEY, Barrister-at-Law. Knight & Co.

Many practitioners some years ago preferred Whiteley's Licensing Laws to any other book on the subject. As twelve years, however, have passed since a new edition last saw the light, the book had become so hopelessly out of date that it was no longer reliable, and the use of it had to be abandoned to a great extent. During that period of twelve years the statutory changes in the law (at least as far as regards liquor licensing) have been small, but the decisions of the courts have been of exceptional importance. To show that this is so it is only necessary to refer to two of the cases, *Sharp v. Wakefield* (37 W. R. 187; 1891, A. C. 173) and *Boulter v. The Justices of Kent* (46 W. R. 114; 1897, A. C. 556). Any work published before those two great cases were decided by the House of Lords must necessarily be a long way behindhand. At last, however, a third edition has made its tardy appearance, and it will undoubtedly be welcomed. There are many books now current on the licensing laws (almost too many), but this is certainly one of the best of them. Everything seems to be capable of being readily found in it that can reasonably be expected in such a text-book. The notes are clear and to the point, and the effect of some of the leading cases is stated with much neatness and accuracy. It has also a good index, which is one of the greatest virtues a law book can possess. In short, we have here an accurate and trustworthy work, well up to date, which will probably not only revive the old reputation of the book but make many new friends, and recommend itself to many who have never used it up to the present.

EASEMENTS.

A DIGEST OF THE LAW OF EASEMENTS. By L. C. INNES, sometime one of the Judges of Her Majesty's High Court of Judicature, Madras. SIXTH EDITION. Stevens & Sons (Limited).

In this edition, says the author, scarcely any alteration has been made. A few additional cases have been included, and the work has been brought, as far as possible, up to date. The rapidity with which the successive editions have been issued shews that they have supplied a want and have been appreciated by the profession. The subject of easements is one of some complexity, and for its proper understanding clearness of treatment is essential. This is attained in the present work by stating in short paragraphs the rules of law, and appending to them the decided cases by way of illustration. In this way, for instance, Mr. Innes explains shortly the implied creation of easements on the severance of tenements, which has been the subject of so much judicial discussion. Still more difficulty attaches to the question of the right of support to buildings from adjacent land which was considered, though not exhausted, in *Dalton v. Angus* (6 App. Cas. 740), and Mr. Innes tabulates the answers to the various questions in that case given by the numerous judges before whom they came. The book by no means displaces "Goddard" and "Gale," on which it purports to be founded, but it affords a short and convenient survey of the law.

BOOKS RECEIVED.

A Calendar of the Inner Temple Records. By F. A. Inderwick, K.C., one of the Masters of the Bench. Vol. III.: 12 Charles II. (1660)—12 Anne (1714). Stevens & Haynes; Stevens & Sons (Limited.)

Leading Cases in Constitutional Law Briefly Stated. With Introduction and Notes. By ERNEST C. THOMAS, late Scholar of Trinity College, Oxford. Third Edition. By CHARLES L. ATTENBOROUGH, Barrister-at-Law. Stevens & Haynes.

The Burial Act, 1900. With Notes and Index. By JAMES BROOK LITTLE, B.A., Barrister-at-Law. Shaw & Sons; Butterworth & Co.

How to Read the Money Article. By CHARLES DUGUID. Second Edition. Effingham Wilson.

The Gavel and the Mace; or, Parliamentary Law in Easy Chapters. By FRANK WARREN HACKETT. Sweet & Maxwell (Limited). Price 6s. net.

CORRESPONDENCE.

MORTGAGES OF REGISTERED LAND.

[To the Editor of the Solicitors' Journal.]

Sir,—With reference to Messrs. Howe & Rake's letter, it seems sufficient to point out that no court would give judgment against a man on an office copy of an entry at the Land Registry. I am of course aware that production of the document on which the entry was founded could be obtained, but there must be some expense and trouble about it. The point is, that a mortgagee wants to have his security in his own possession for all purposes, and not to have to ask for its production when he wants it.

That this can be done consistently with registration at the Land Registry is shewn by the fact that mortgages to building and friendly societies are not retained by the Registry, but only certified copies kept. What can be done in the case of building and friendly societies can be done in all other cases, and no effort should be wanting to have the practice of the Land Registry amended in this respect. What was the Council of the Incorporated Law Society about in allowing the present system to pass unchallenged?

66, Cannon-street, April 16.

JOHN R. ADAMS.

THE LICENSING SESSIONS BILL.

[To the Editor of the Solicitors' Journal.]

Sir,—This Bill places clerks to justices and their partners under a disability that the justices will not be under, for it is proposed to prohibit clerks from holding office if they or their partners act for brewers, whereas justices are only prohibited from sitting in licensing sessions.

The licensing cases are a very small percentage of those heard by justices, and yet, however capable a clerk may be, if he or his partner acts for a brewer, he is to give up his office because perhaps 2 per cent. of the cases heard in his court relate to licensing; whereas the justice, who may be a brewer or a licensed victualler, may continue in office and is allowed to sit in all cases except licensing. This proposal shews a sad lack of justice and common sense.

[See the observations on the Bill, ante, p. 353.—ED. S.J.]

ESTATE DUTY.

[To the Editor of the Solicitors' Journal.]

Sir,—With reference to the letter of "C." in your issue of the 30th ult., I write to say that I have a distinct recollection of reading the report in a newspaper of a case such as he refers to, but I do not know whether it was reported in any law report.

The case referred to certain pictures which were valued on the proving of a will, and duty was paid accordingly. Some years afterwards the pictures were put up to auction and realized considerably greater amounts than the values put upon them for probate.

The Inland Revenue authorities attempted to recover additional duty, but failed. C. E. B.

London, April 13, 1901.

[Perhaps some of our readers can give us a reference to the report.—Ed. S.J.]

CASES OF THE WEEK.

Court of Appeal.

Re BELHAM, RICHARDES v. YATES. No. 2. 16th April.

ADMINISTRATION—ADMINISTRATION BOND—ADMINISTRATOR'S RIGHT OF RETAINER—NOT "UNDULY" PREFERRING.

This was an appeal from an order of Joyce, J., of the 28th of March, 1901, made on further consideration, declaring that the defendant as administrator was entitled to retain. It appeared that the deceased had in his lifetime entered into certain building contracts, and at his death was indebted to both the plaintiff and defendant. The defendant took over the deceased's building contracts, and on taking out letters of administration to the estate entered into the usual administration bond. The bond provided, *inter alia*, that the defendant should administer according to law "rateably and proportionately, and according to the priority required by law and not unduly preferring his own debt." On the 11th of March, 1901, the plaintiff moved before Barnes, J., to vary the administration bond by striking out the word "unduly" and to have the bond otherwise altered so as to carry out the true intention of the court in granting the bond. In the case of *Davies v. Parry* (1899, 1 Ch. 602) Romer, J., held the bond gave the administrator the power of preferring so long as he did not do it unduly, the court taking the view that the bond still left it open to the administrator to retain his own debt so long as the law allowed him the right of retainer, and so long as he did not in that respect act unduly. Barnes, J., refused the motion, holding that he could not alter the bond, as the court could not make a new contract with the administrator. The matter then came before Joyce, J., who held that the administrator was entitled to retain, considering that he was bound by the decision of Romer, J., in *Davies v. Parry*, with which he agreed. From this decision the plaintiff now appealed.

THE COURT (RIGBY, COLLINS, and STIRLING, L.JJ.) dismissed the appeal. The case was in substance decided by *Nunn v. Barlow* (1 S. & S. 588). The word "unduly" in an administration bond adds nothing to what is already implied by law. It only means that the administrator is not to prefer his own debt to those of a higher degree which have priority in law. Unless there are words in the administration bond which can be construed as a waiver by the administrator of his right of retainer, he is entitled to exercise that right, notwithstanding the words "unduly" and "rateably and proportionately, &c." There was in the present case no undue preference by the administrator, and the appeal must therefore be dismissed with costs.—COUNSEL, Griffith Jones and Morgan Griffith Jones; Inghen, K.C., and Whinney. SOLICITORS, Woosnam & Smith, for Smith & Davies, Aberystwyth; Worrell & Son.

[Reported by S. E. WILLIAMS, Barrister-at-Law.]

High Court—King's Bench Division.

REX v. ROBERTS, Esq. (Auditor). *Ex parte KYLE*. Div. Court. 17th April.

WEIGHTS AND MEASURES—INSPECTOR—RESOLUTION BY LOCAL AUTHORITY TO FOREGO STAMPING AND VERIFICATION FEES—SURCHARGE BY AUDITOR OF SUCH FEES TO INSPECTOR—WEIGHTS AND MEASURES ACT, 1878 (41 & 42 VICT. C. 49), s. 47—WEIGHTS AND MEASURES ACT, 1889 (52 & 53 VICT. C. 21), s. 13.

The question raised in this case was whether a county council had power to forego the fees chargeable under the Weights and Measures Act of 1889, s. 13, which repealed section 47 of the Weights and Measures Act of 1878, for the stamping of weights and measures. It appeared that the Bucks County Council, considering that it was in the public interest that the stamping and verification of weights and measures should be carried out throughout the county as promptly and as generally as possible, passed a resolution to the effect that no such fees should be charged by their inspector, Thomas Kyle, who accordingly ceased to collect them. The Local Government auditor, however, surcharged him with the amount of the fees—£1 11s. 4d.—which he had in pursuance of his instructions not collected. The inspector then obtained a rule for a *certiorari* calling upon the auditor to shew cause why this surcharge should not be quashed. At the conclusion of the argument,

THE COURT (Lord ALVERSTONE, C.J., and LAWRENCE, J.) discharged the rule.

Lord ALVERSTONE, C.J., said they had nothing to do with the question of policy, and it might very well be that the county council thought it was expedient to forego these fees. All the court had to do was to interpret the Act of Parliament as they found it. They were of opinion that the county council had no power since the passing of the Act of 1889 to remit the collecting of the standard fees authorized in Schedule I. They thought the decision of the auditor was right, as in their judgment the words of the section were obligatory and not discretionary; and this rule would be discharged with costs.—COUNSEL, C. A. Russell, K.C.; Macmorran, K.C., and McIntyre. SOLICITORS, Sharpe, Parker, Pritchards, & Barham; Pyke & Parrott.

[Reported by ESKINE REID, Barrister-at-Law.]

CASES OF LAST SITTINGS.

Court of Appeal.

COSTA RICA RAILWAY CO. v. FORWOOD. No. 2. 25th Feb.

COMPANY—DIRECTOR—UNDISCLOSED PROFITS—DISCLOSURE OF EXTENT OF INTEREST IN CONTRACTS WITH COMPANY.

Appeal by the plaintiffs against the decision of Byrne, J. This was an action brought by the Costa Rica Railway Co. against the late Sir A. Forwood, and continued, since his death, against his executors. The object of this action was to obtain an account in respect of Sir A. Forwood's interest in the Atlas Steamship Co. and Messrs. Leech, Harrison, & Forwood so far as concerned the profits arising out of contracts entered into with the Costa Rica Railway Co. in respect of the exportation of bananas. Three contracts had to be considered. By the first of these the plaintiff company entered into an agreement with one Keith, a gentleman of great importance in Costa Rica, by which it was agreed that Keith should with all diligence build a new railway during the construction of which, in consideration of services rendered, he was to be entitled to hold the existing railway for his own purposes. The second contract was between the plaintiff company, Keith, and two shipping firms, the Atlas Steamship Co. and Messrs. Phipps & Co. This contract, after reciting that Keith was working the old line, and had been carrying on in conjunction with the steamship firms a business in bananas with New York and New Orleans, went on to provide for the continuation of that business, the plaintiff company to take the bananas from Keith (who was a large grower) and stow them on board ship. A certain minimum sum by way of freightage was to be paid the plaintiff company annually, and this sum was guaranteed by Keith, the Atlas Co., and Messrs. Phipps as though they were all actual owners of the bananas. Reference was made in similar terms to the profits of the business. The object of the third contract, which was to be considered as annexed to the last-mentioned contract, was to specify the individual interests of the contracting parties. The articles of association of the plaintiff company after declaring that a director should vacate his office if he were concerned in or participated the profits of any contract with the company without declaring the nature of his interest, expressly made that provision "subject to the following exception" "that no director shall vacate his office by reason of his being a member of any corporation, company, or partnership which has entered into contracts with, or done any work for, the company; or by reason of his being interested, either in his individual capacity, or as a member of any company, corporation, or partnership, in any adventure or undertaking in which the company may also have an interest." Sir A. Forwood was the principal shareholder in the Atlas Co. and senior partner in Messrs. Leech, Harrison, & Forwood, the managers, or ship's husbands, of that company. The latter were remunerated by a percentage on the gross earnings of the Atlas Co. The plaintiffs relied upon the equitable rule that if a person in a fiduciary position acting in that capacity makes a profit, without disclosing the extent of his interest, he must be held liable to account. At the trial Byrne, J. (reported 1900, 1 Ch. 756), dismissed the action, relying on the authority of the *Imperial Credit Association v. Coleman* (L. R. 6 H. L. 189) and on the articles of association. The plaintiff company appealed.

THE COURT (RIGBY, VAUGHAN WILLIAMS, and STIRLING, L.JJ.) dismissed the appeal.

RIGBY, L.J., after an elaborate summary of the facts of the case, continued: The equitable principles upon which this action is based are most salutary, and though in certain cases they may seem to work with unnecessary harshness, I would in no way infringe upon them. There is no imputation of anything like fraudulent conduct on the part of Sir A. Forwood; still he may have done something, without being aware of it, which may bring him within the principles laid down by equity. Now the question is, ought the plaintiff company to have been informed of the extent of the interest of Sir A. Forwood in the Atlas Co.? He was a director of the plaintiff company, and he was known to his fellow directors to have an important holding of shares in the Atlas Co. It was also perfectly well-known to them that he was interested in Messrs. Leech, Harrison, & Forwood, who they knew were managers of the Atlas Co., and as such would be paid by that company, it matters not how they were to be paid. But it is not our duty merely to apply the general rules of equity on the subject of secret profits. We have in the articles of association express provision for this purpose, and I feel it is quite plain that Sir A. Forwood comes within the exception thereby provided, so far at any rate as the Atlas Co. is concerned. The case of *the Imperial Mercantile Credit Co. v. Coleman* (L. R.

6 Ch. 558), which still holds good on this point, is distinguishable. There the articles of association provided that a director "must declare his interest," and that was held to mean that he must shew to his fellow directors not only that he held an interest, but also the extent of that interest. The case as regards Sir A. Forwood's connection with Messrs. Leech, Harrison, & Forwood is said to stand on a different footing because that firm had entered into no contract with the plaintiff company. But Messrs. Leech, Harrison, & Forwood were merely the servants of the Atlas Co. What they were paid was merely a deduction from the payments which would otherwise have gone to swell the profits of the Atlas Co. Moreover the plaintiff company were perfectly well aware that Messrs. Leech, Harrison, & Forwood were managing the Atlas Co. I hold, therefore, that as regards the Atlas Co. Sir A. Forwood was protected, and intended so to be, by the articles of association, and as regards Messrs. Leech, Harrison, & Forwood by reason of the protection extended to the Atlas Co.

VAUGHAN WILLIAMS, L.J., concurred.
SHILLING, L.J.—The rule of equity that requires a director to disclose the extent of his interest in a contract may be relaxed or even abrogated. The articles of association referred to extend not only to the vacation of the office of director, but were also framed to abrogate this rule. So far as regards Sir A. Forwood's connection with Messrs. Leech, Harrison, & Forwood, if that firm had been remunerated by a lump sum the question would have been almost incapable of argument. The only doubt, to my mind, arises through their being paid by a percentage on the gross receipts of the Atlas Co.—COUNSEL, *Neville, K.C., and Younger, K.C.*; *Leveti, K.C., Swinfen Eady, K.C., and Bremner.* SOLICITORS, *Norton Rose, Norton & Co.; Ashurst, Morris, Crispe, & Co.*

Reported by H. CLAUGHTON ECOTT, Barrister-at-Law.]

High Court—Chancery Division.

GLAMORGAN CANAL NAVIGATION v. NIXON NAVIGATION CO. (LIM.) Byrne, J. 14th Jan.

RIGHT OF SUPPORT—CANAL—SUBJACENT AND ADJACENT MINERALS—RIGHT OF MINE-OWNERS TO DAMAGE CANAL BY WORKING MINES—OBLIGATION OF CANAL COMPANY TO COMPENSATE MINE-OWNERS FOR MINERALS LEFT FOR SUPPORT—RIGHT OF CANAL COMPANY TO SUE NOTWITHSTANDING NEGLECT TO ENROL ASSURANCES TO THEM PURSUANT TO CANAL ACT.

This was an action brought to restrain the defendants from getting coal or minerals under or near the plaintiffs' canal so as to cause the canal and works connected with it to subside or become dangerous or unserviceable. There being no dispute as to facts, the case was set down to be heard on certain points of law, which were as follows: (1) Whether or not the plaintiffs had such a right to support for their canal and works as to disentitle the defendants to work and get subjacent or adjacent coal and minerals, the working and getting whereof would destroy or materially injure the canal and works; (2) whether or not, if the plaintiffs were entitled to such a right, they were bound to compensate the defendants for the coal and minerals left unworked for the purpose of affording support; and (3) whether or not the plaintiffs were disentitled to sue by reason of the fact that assurances had not been enrolled by the clerk of the peace for the county of Glamorgan under the provisions of the Act 30 Geo. 3, c. 82, whereunder the plaintiffs were incorporated. Under that Act, which contains a recital that the making and maintaining a canal for the navigation of boats and other vessels from Merthyr Tydfil, in the county of Glamorgan, to and through a place called The Bank, near Cardiff, in the same county, would open communications with several extensive ironworks and collieries, and be of public utility, the plaintiffs were incorporated as a company for the better carrying on, making, completing, and maintaining the said navigable canal passable for boats and other vessels according to the rules, orders, and directions thereafter expressed and laid down, and it was enacted that they should for that purpose be a body politic and corporate by the name of "The Company of Proprietors of the Glamorganshire Canal Navigation," and that they should have power to purchase lands for making the said canal and the several works thereby authorized, and they were further authorized to make the canal. And the Act also authorized the company of proprietors to enter upon the lands of any person, and to set out and ascertain such parts thereof as should be necessary for the making of the canal and works, and to cut the canal and to do all things necessary for making and maintaining the canal, "making satisfaction in manner in the said Act provided for all damages to be sustained by the owners or proprietors of and persons interested in such lands, tenements, or hereditaments, waters or watercourses respectively as should be taken, used, or prejudiced in or by the execution of this Act, and this Act shall be sufficient to indemnify the said company of proprietors, their agents and workmen, and all other persons for what they shall do by virtue of the powers hereby granted." Section 11 of the Act empowered all persons, whether guardians or trustees or the like, and all corporations, seized, possessed, or interested in any lands, &c., which should be set out or ascertained or be intended to be made use of for the purposes of the canal, to sell and convey the land, &c., to the company of proprietors, and provided that all such contracts, sales, conveyances, &c., should be valid to all intents and purposes, and that all such contracts, sales, conveyances, and assurances should, at the expense of the company of proprietors, be enrolled by the clerk of the peace for the county. By the 12th section it was enacted that nothing in the Act should entitle the company of proprietors, on purchasing any lands for making the canal or for any other purposes, to any mines of coal, iron, stone, or other minerals which

should be found in cutting or making the canal and other works, or that should be under the same; but that all such mines should appertain and belong to such person or persons as would have been entitled to the same in case the Act had not been made. The 13th section constituted commissioners to determine what sum or sums of money should be paid by the company of proprietors, either by an annual rent or payment or by a sum of money in gross to and at the election of such bodies politic or corporate, person or persons respectively who should be so entitled or interested as aforesaid "for the absolute purchase of the lands, grounds, or hereditaments which shall be set out and ascertained or intended to be made use of as aforesaid for making the said canal or any part thereof, and other the purposes of this Act, and also to adjust and determine what other distinct sum or sums of money shall be paid by the said company of proprietors as a recompense for any damages which may or shall be sustained by such bodies politic or corporate, or any other persons being owners of or interested in any lands, tenements, or hereditaments for or by reason of making, repairing, or maintaining the said canal, or of any of the works to be done in pursuance of this Act, or by the flowing, leaking, or oozing of the water over or through the bank of the said canal, reservoirs, trenches, or sluices, or over or through any passages, gutters, or watercourses which shall be made by virtue of this Act for conveying water to or from the canal, or by turning, diverting, or taking any brooks, springs, or streams of water into the said canal, or by reason or means of exercising any other of the powers given by this Act to the said company of proprietors, their agents and workmen, in case such price or value, damages, or recompense respectively cannot be settled, adjusted, and agreed for by or between the said company of proprietors, and such proprietors of, and persons interested in, the lands, tenements, or hereditaments as aforesaid." Then followed provisions in case of refusal to submit to the determination of the commissioners, or in case of dissatisfaction with their determination for the summoning of a jury, who "shall inquire of, assess, and ascertain the money or annual rent to be paid for the purchase of such lands, tenements, or hereditaments, and the recompense to be made for the damages that shall or may be ascertained as aforesaid, and the said commissioners shall give judgment for such purchase-money, rent, or recompense so to be assessed by such jury." The Act further provided that applications in relation to complaints for damage or supposed damage must be made within six calendar months after the damage or supposed damage should have been sustained or the committing thereof should have ceased. And it was further enacted that all the determinations of the commissioners which should be submitted to or acquiesced in by the parties concerned, and also all the verdicts of the juries and the judgments of the commissioners thereon should be transmitted to and kept by the clerk of the peace, and the same or true copies thereof should be good evidence in all courts, and that all persons should have liberty to inspect the same as also the enrolments of such contracts, sales, conveyances as before mentioned. The plaintiffs duly acquired the lands necessary for the construction of the canal and the works connected with it, and constructed and completed the canal and works under the powers of their Act. It was not suggested that the purchase-moneys and compensation properly payable upon taking the lands were not duly ascertained nor that there had been any default in payment. The defendants were the owners of a colliery known as the Merthyr Vale Colliery, which they were working, and the land under which their mines were situate was traversed for a considerable distance by the canal. The coal under the canal and under lands adjacent to the canal for that distance was held by the defendants under leases from the owners. The defendants in the ordinary course of working their mines were desirous of working coal under and adjacent to the canal. It was agreed by the parties that the case should be determined upon the footing that at the time of the grant to the plaintiffs of so much of the site of the canal and works as was affected by the present dispute the grantor was the owner both of the surface of the subjacent coals and minerals. The following cases were referred to in course of the argument: *Baroness Wenlock v. River Dee Co.* (36 Ch. D. 674), *Ashbury v. Rich* (L. R. 7 H. L. 653), *Great Western Railway v. Bennett* (2 E. & I. App. 27), *Dixon v. Caledonian Railway* (5 A. C. 820), *Lord Gerrard v. London and North-Western Railway Co.* (1894, 2 Q. B. 915; and in A. C. 1895, 1 Q. B. 459), *Ruabon, &c., Co. v. Great Western Railway Co.* (1893, 1 Ch. 427), *Cromford Canal Co. v. Cutts* (5 Ry. & Canal Cas. 442), *Midland Railway Co. v. Cheekley* (4 Eq. 19), *The Queen v. The Undertakers of the Navigation of the Avre and Calder* (30 L. J. Q. B. 337).

JAN. 14.—BYRNE, J.—There are a good many reported cases in which similar questions to the first one I have to decide have arisen turning upon the construction of Acts of Parliament conferring compulsory powers, and some of these Acts have naturally many features in common with the Act in the present case, but there does not appear to be any case in which the provisions are identical with this. Certain principles of construction are, however, to be deduced from the authorities, and I prefer to quote the lucid statement and exposition of them by Bowen, L.J., in the case of *London and North-Western Railway Co. v. Evans*, (1893, 1 Ch. 16), rather than to use language of my own. [His lordship then read the passage in the judgment of Bowen, L.J., beginning on p. 27 with the words "In dealing," down to the words "*Benfieldside Local Board v. Consett Iron Co.*," on p. 29, and continued:] In the present case it is urged for the defendants that section 12 of the Act expressly preserves the property of the grantors in the coal and minerals under the land granted, and that there are no provisions in the Act, such as are sometimes found in similar Acts, expressly providing for compensation by the canal company to the mine owners in the event of their requiring coal or minerals to be left for support, which otherwise the

owners would in due and ordinary course of working want to get and remove, and that therefore the Act ought to be construed as leaving the mine owners at liberty to work their own coal without regard to the consequences which may ensue. They claim to be entitled to work the coal even though the result should be to destroy the canal. It is of course important to consider whether the Act provides for compensation to the landowners for the right of support. In my opinion it does. I think that the words of the first section giving the power to take lands they "making satisfaction in manner hereinafter mentioned for all damages to be sustained by the owners or proprietors of and persons interested in such lands, &c., as shall be taken, used, or prejudiced in or by the execution of this Act," taken together with the provisions of section 13 do contemplate just compensation being made for the right of support, and I may refer again to the judgment of Bowen, L.J., in *London and North-Western Railway Co. v. Beams*, where he points out that the words in the Act under consideration, "first making satisfaction to the owners of such lands as shall be made use of," ought to be reasonably construed as wide enough to secure such just compensation. He says: "It is true that at the date of the Act the minerals were not thought to be of value, and were not taken into account in assessing the actual compensation exacted. But if the right of support was not substantially measured in the price given for the lands taken and used, it might have been demanded and estimated in the price had the owners been sufficiently prescient; and after this length of time it must be assumed that all was paid for which was capable of calculation or measurement, and which was thought worth claiming by the owners, and that all conditions precedent have been fulfilled which were requisite to give the canal proprietors the right to the necessary support for the maintenance and making of their canal." That case was argued upon the footing that the subjacent mines remained vested in the landowners whose lands had been taken. In some respects the present case appears to be an *a fortiori* one, because the existence of the 12th section tends to show that the minerals were regarded as of some value even at the time of the passing of the Act, and I think it must now be taken that the damage to be maintained by the landowners by reason of the existence of the right to support and the consequent limitation of the right of the landowners to get their coal was taken into consideration in ascertaining the purchase-money for the lands taken. I am of opinion that the defendants are entitled to get so much of their subjacent and adjacent coal as they can get without destroying or injuring the proper support of the canal and works, but that they are not entitled to get the coal to the destruction or injury of such support. If the view I have taken on the first question be the right one, it follows that the defendants cannot now be entitled to compensation for that in respect of which they have already been compensated, which would be the result of deciding in their favour on the second point. In reference to the third point, turning on the neglect to register the assurances, I know of no principle or authority which would justify me in holding that this neglect disentitles the plaintiffs to sue. It may be, that although the Act imposes no penalty for neglect to register, that the plaintiffs have rendered themselves liable to some proceedings on the part of the Crown or by way of *mandamus* at the instance of other parties, but with that I have nothing to do, and I express no opinion about it.—COUNSEL, *Sir E. Clarke, Q.C., Levett, Q.C., and J. G. Wood; Swinfen Eady, Q.C., Norton, Q.C., W. B. Colman, and A. Adams.* SOLICITORS, *Torr, Gribble, Oddie, & Sinclair, for J. S. Corbett, Cardiff; Bell, Brodrick, & Co., for Linton & C. & W. Kenshole, Cardiff.*

(Reported by R. LEIGH RANSONMAN, Barrister-at-Law.)

Re YOUMANS' WILL. Joyce, J. 16th and 21st Feb.

WILL.—CONSTRUCTION.—THE RULE IN SHELLEY'S CASE.

Petition for payment out of sum in court. R. Youmans by his will, dated the 21st of August, 1877, devised certain freehold, copyhold, and leasehold property to trustees upon trust to receive the rents and profits thereof, and after payment of the cost of keeping the present buildings in repair, and of the other necessary repairs and outgoings, to pay thereout to each of his eight first cousins therein named the sum of £60 per annum for their lives, and then to pay the residue of such net rents and profits half-yearly to William Douglas for his life, and from and after the respective deceases of the testator's said first cousins and the said William Douglas, upon trust to convey, surrender, and assign the said freehold, copyhold, and leasehold estates respectively, together with any accumulations of rents in the hands of the trustees, unto the right heirs of William Douglas. The testator died in October, 1877. Certain of the freehold portion of the property devised by the said will was taken by the Great Central Railway Co. under their compulsory powers, and the purchase-money was paid into court under the provisions of the Lands Clauses Consolidation Act. The several annuitants were all deceased but one, who was said to be more than seventy years of age, and she had released the property from her annuity. The said William Douglas was, it was stated under fifty. The petition was presented by William Douglas, asking that the fund in court might be paid out to him.

Joyce, J., after stating the facts, proceeded: Under these trusts the petitioner is equitable tenant for life subject to the annuity, and the trust is, after the deaths of the petitioner and annuitant, to convey the properties with any accumulations of rent in the hands of the trustees unto the right heirs of the petitioner. It appears to me, therefore, that by virtue of the rule in *Shelley's case* and subject to what the effect of the will may be with respect to the period, if any, between the death of the petitioner and that of the annuitant if she survives him, the petitioner is owner of the equitable fee simple of the property. There is no express disposition of the surplus rents as they may accrue during the afore-mentioned period, if any, between the death of the petitioner in the lifetime of the surviving annuitant and the death of such annuitant. Nor is there any express direction to accumulate this

surplus, but on the death of the surviving annuitant the property, with any accumulations of rents in the hands of the trustees, is to go to the right heirs of the petitioner. Now whatever may be the true view of the effect of the will with reference to the surplus rents, it is clear that they could not be accumulated for more than twenty-one years from the death of the petitioner, and I am of opinion that, according to the true construction of this will, any surplus rents accruing after the expiration of the before-mentioned period of twenty-one years from the death of the petitioner during the remainder, if any, of the life of the annuitant are not undisposed of but would belong to the right heirs of the petitioner to whom the accumulations (if any be made) are given. Further, during the before-mentioned period of twenty-one years, in case the annuitant live so long, the court would not, in my opinion, direct any accumulation of the surplus rents except in so far as such accumulation might be necessary for the reasonable protection and security of the annuity. In the result, therefore, I think that, according to the true construction of this will, the right heirs of the petitioner are the devisees of the surplus rents from the date of the death of the petitioner, although the annuitant should survive him. In other words, I think that in effect upon and from the death of the petitioner the will gives the property (but subject to the annuity if and so long as subsisting) to the right heirs of the petitioner. If I am right in this it follows, I think, that subject to the subsisting annuity, if and so long as it may be subsisting, and the limitations being all equitable, by virtue of the rule in *Shelley's case* the property, subject to the annuity, belongs to the petitioner in fee simple, or rather, would belong to him if it had not been taken by the railway company. But as the property or the fund in court has been released from the only subsisting annuity, I hold that the petitioner is absolutely and presently entitled to the fund in court, and I make the order for payment out thereof accordingly.—COUNSEL, *Hughes, K.C., and Fitzgerald; Austen Cartmell; M. Romer.* SOLICITORS, *Penn & Woodcock, for Pellatt & Pellatt, Banbury; Ullithorne, Currey, & Jennings; Lingards.*

(Reported by H. CLAUGHTON SCOTT, Barrister-at-Law.)

High Court—King's Bench Division.

THE MAYOR, &c., OF SOUTHEAD-ON-SEA (Appellants) *v.* **ARCHER** (Respondent). **THE SAME** (Appellants) *v.* **ROMANIS** (Respondent). Div. Court. 25th Jan.

LOCAL GOVERNMENT—NEW BUILDINGS—WOODEN COVER FOR WEIGHING MACHINE — REFRESHMENT BOOTH — BUILDINGS OF A TEMPORARY CHARACTER—PUBLIC HEALTH ACT, 1875 (38 & 39 VICT. C. 55) s. 157.

These two cases were heard together and were both appeals by case stated from the decision of the justices in and for the Borough of Southend-on-Sea. In the first case the respondent was summoned on an information preferred by the sanitary authority of the borough of the above town for unlawfully erecting a new building—to wit, a weighing machine house situate on the Western Esplanade, without causing "such building to be enclosed with walls constructed of good bricks, stone, or other hard and incombustible materials properly bonded and solidly put together," contrary to No. 11 of the "Bye-laws in force within the said borough with respect to new streets and buildings," which bye-laws were made under section 157 of the Public Health Act, 1875. At the hearing the following facts were proved: The structure in question was erected within six months of the information as a house or shelter for a large weighing machine on the Western Esplanade on the sea front in the borough, where the public passing along could and did stop for the purpose of using the weighing machine. The erection was used only during the summer months, and could readily be moved, being made in sections for that purpose. The structure measured 10ft. 4in. by 7ft. (exclusive of projecting steps 1ft. 8in. wide), with a height of 10ft. in front and 8ft. 6in. at the rear. It consisted of wood framing, closely boarded with match-board on all four sides. It had an opening 7ft. wide in front, which was open during business hours, but closed at night with wooden shutters and secured by bolts inside. There was a door on the east side, which was locked at night. It had a wooden floor, close-boarded and placed on sleepers or joists, and the roof was constructed of wood covered with felt. Inside the structure there were a large weighing machine, a small table, two chairs, and some hat-pegs. There were no sanitary arrangements, and no provision for artificial lighting or for heating. The structure was not fixed to the soil, and had no foundation other than the wooden floor joists resting in the ground. During the summer season the structure was open daily, between the hours of 8 a.m. and 8 p.m., or thereabouts, and was visited by persons using the machine, the respondent being in charge. It was securely closed at night, the weighing machine and other articles being inside; but no person remained on the premises. The appellants contended that the object of the power of making bye-laws conferred by section 157 of the Public Health Act, 1875, was to prevent the erection of wooden buildings or buildings of combustible materials in unfit situations; that the bye-laws in effect prohibited the erection of new buildings of wood, except such as were exempted therefrom; that the structure in question was not an exempted building, and that it was a new building within the scope and meaning of the bye-laws: *Stevens v. Gourelly* (5 W. R. 85, 29 L. J. C. P. 1), *Richardson v. Brown* (49 J. P. 661), and *Leicester Corporation v. Brown* (41 W. R. 78, 57 J. P. 70) were cited. On behalf of the respondent it was contended that the structure was not a building or new building within the bye-laws; and that it had none of the features or uses with respect to which the corporation had power under section 157 of the Public Health Act, 1875, to make bye-laws. The

justices held upon the facts that the erection in question was one of an entirely different character to those dealt with in the decision of *Stevens v. Gourlay and Richardson v. Brown*, and that the power given by section 157 of the Public Health Act, 1875, to make bye-laws, and the bye-laws made thereunder, did not purport to deal with erections of such a temporary nature and use, and that the building was therefore not a new building within the meaning of the bye-laws. The question for the court was whether the justices were right in so holding. In the second case the respondent, R. W. Romanis, was summoned by the same authority on an information charging him with unlawfully erecting a new building—to wit, a shop situate in front of the Castle Hotel, Marine-parade, contrary to the aforesaid bye-law. On the hearing before the magistrates the following facts were proved: The structure in question was erected by the respondent, for the purpose of being used during the summer months for the sale of tea, mineral waters, and light refreshments, on land immediately in front of the Castle Hotel in the borough on the sea front. The respondent was in the habit of erecting the structure at the beginning of each season (in the month of April) and taking it down at the end of the season, the structure being built in sections for that purpose. It measured 2ft. 3in. by 6ft. 11in., with a height of 7ft. 5in. It consisted of wood framing, closely boarded with half-inch matchboarding on all four sides. The front was movable and was taken down during business hours and closed and locked at night. It had a wooden floor, close boarded and fastened to the sides, and a roof of canvas or calico securely fixed on wooden cross-pieces and fastened down all round. Inside it had shelving and a counter and goods placed on shelves. There were no sanitary or drainage arrangements, and no provision for artificial lighting or for heating other than for an urn for making hot water. It simply rested on the ground by its weight without being fixed to the soil, and had no foundation or chimney. During the summer the structure was daily used as a shop for the sale of mineral waters and light refreshments, the respondent's tenant or a person employed by the tenant being in charge thereof and serving customers thereupon. At night it was securely fastened up, the goods and articles above-mentioned remaining inside, but no one remaining on the premises. The justices upon the above facts were of opinion that the erection was with reference to size, permanency, construction and user distinguished from the class of buildings covered by *Stevens v. Gourlay and Richardson v. Brown*, and that the bye-law did not apply to it, and they therefore dismissed the information. The question for the High Court was whether the justices were right in point of law in holding that the structure was not a new building within the meaning of the bye-laws.

THE COURT (BRUCE and PHILLIMORE, JJ.) dismissed both appeals. In giving judgment, THE COURT held that neither of the structures was a building within the bye-laws of the Public Health Act, 1875. As regards the first, its smallness and the fact that it was not adapted for habitation showed that it was not a "building." In their opinion it was merely a cover for the weighing machine and not a "building." The cases cited were distinguishable from the present one. In *Stevens v. Gourlay* the structure was a wooden house; in *Richardson v. Brown* the structure was a building in all respects except that it was on wheels, which, it was held, did not make it less a building. In *London County Council v. Pearce* (40 W. R. 543; 1892, 2 Q. B. 100) there was a structure somewhat similar to the present one—namely, a pay-office, and that was held not to be a building. In the case of the respondent Romanis the structure erected was still less a building; it was merely a temporary refreshment cover or booth. Both appeals therefore failed. Appeals dismissed.—COUNSEL, Macpherson, K.C., and Herbert Smith. SOLICITORS, J. E. & H. Scott, for W. H. Snow, Southend-on-Sea. The respondents were not represented.

[Reported by E. G. STILLWELL, Barrister-at-Law.]

THE KING v. HAMILTON. C. C. R. 30th March.

CRIMINAL LAW.—FRAUDULENTLY MISAPPROPRIATING MONEY—INTENT TO DEFAUD ALLIRED IN INDICTMENT—BUT NO ALLEGATION OF ACTUALLY DEFAUDING—OLD OFFENDER—OFFENCE NOT PUNISHABLE WITH HARD LABOUR—CRIMINAL PROCEDURE ACT, 1851 (14 & 15 VICT. c. 100), s. 29.

This was a case stated for the consideration of the court by the Common Serjeant (Mr. Bosanquet, K.O.), who tried the prisoner Frederick T. Hamilton at the Central Criminal Court in February last on an indictment charging him in four counts with the common law misdemeanour of forging and uttering certain writings with intent to defraud. The prisoner had in fact fraudulently misappropriated the greater part of certain money which he had collected and received for one Cobb. An order was made in the county court that he should render an account of the money he had so received. He thereupon delivered to the plaintiff's solicitor as true and genuine lists of the amounts received, papers on which the donors had entered their names and the amounts which they had handed him. Before delivering such papers he altered the entries made by donors so as to make it appear that they had given much smaller sums, and so as, in some cases, to conceal the identity of the donors. It was not alleged in the indictment that Cobb had in fact been defrauded or prejudiced except so far as it appeared in the third and fourth counts that Cobb was deprived by the prisoner's conduct of the evidence to support his claim. The prisoner was an old offender, and ought, in the opinion of the Common Serjeant, to be sentenced to imprisonment with hard labour under the Criminal Procedure Act, 1851 (14 & 15 VICT. c. 100), which provided, in section 29, that "whenever any prisoner shall be convicted of any of the offences following as an indictable misdemeanour—i.e., any cheat or fraud punishable at common law . . . it shall be lawful for the court to sentence the prisoner to be imprisoned for any term now warranted by law, and also to

be kept to hard labour during the whole or any part of such term of imprisonment." The Common Serjeant postponed sentence and committed the prisoner to prison pending the determination of the question whether, as only the intent to defraud was alleged in the indictment, and there was no allegation of actually defrauding, the prisoner could be sentenced under this section to hard labour. No counsel were instructed in the case, but counsel who had appeared for the prosecution in the court below, at the request of the Lord Chief Justice, argued the case. He submitted that the offence of which the prisoner was convicted had to be brought within that section in order that sentence of hard labour might be passed on him. The mere publication of forged instruments for the purpose of deceit was in itself a substantive offence indictable at common law. He cited *Rex v. Minister and Churchwardens of St. Botolph, Bishopsgate* (1 W. Blackstone's Rep., p. 442), *Hawkins' Definition of Forgery* (Hawkins' Pleas of the Crown 1 ch. 51), *Russell on Crimes* (6th ed., vol. 2, p. 467)—"The cheat or fraud must be effected by some deceitful and illegal practice or token, which affects, or may affect, the public, in order to be indictable at common law, and it seems also to result . . . that a cheat or fraud in order to be punishable by common law must be such against which common prudence could not have guarded." See also *Rex v. Gowers*, in 2 East's Pleas of the Crown, at p. 824.

THE COURT (LORD ALVERSTONE, C.J., and MATHEW, LAWRENCE, BRUCE, and RIDLEY, JJ.) held that the prisoner could not be sentenced to undergo hard labour, and that the Common Serjeant would have been wrong if he had sentenced the prisoner thereto.

[Reported by ESKINE REID, Barrister-at-Law.]

NEW ORDERS, &c.

COUNTY COURT, ENGLAND.—FEES.

(Continued from p. 412.)

PART II. (continued).

Fees in Equitable Actions or Matters only, unless otherwise mentioned.	Where the Subject-matter of the Action or Matter	
	Does not exceed £100.	Exceeds £100.
<i>Registrar's Fees.</i>		
12. For every sitting on which the registrar is employed in settling conditions and contracts or fixing reserved biddings, or in taking accounts, making inquiries, or acting as a special examiner under Order XXIII., Rule 12, or Order XXIV., Rules 1 and 2, or Order XVIII., Rules 14, 15 and 21	£ s. d. 0 10 0	£ s. d. 0 10 0
13. Where the sitting is longer than one hour, then for every additional hour or part thereof . . .	0 7 0	0 7 0
14. Where the registrar is required to attend elsewhere than at the court or office (in addition to the above)	0 10 0	1 0 0
15. Mileage one way, each mile	0 0 6	0 0 6
16. For certificate under Order XXIV., Rule 15 . . .	0 15 0	1 10 0
17. For making and transmitting note of order under Order XXXVI., Rule 2	0 2 6	0 3 6
18. For every inspection of certificate, Order XXIV., Rule 16	0 1 0	0 2 0
19. For filing and sealing every affidavit or other document, not being a document annexed to an affidavit, or a document for which a fee is herein provided	0 1 0	0 1 0
20. For every application for a search and searching . . .	0 2 0	0 2 0
21. For issuing every warrant	0 2 0	0 3 0
22. For giving every notice required by any order, except as hereafter mentioned	0 2 0	0 2 6
23. Where the notices are given under Order III., Rules 24 and 25	0 3 0	0 5 0
24. For every office copy, per folio	0 0 4	0 0 4
25. For every taxation of costs	0 7 0	0 10 0
26. For every bond with sureties	0 5 0	0 7 6
27. For every summons under Order XXIV., Rule 2 . . .	0 1 6	0 1 6
28. Where hearing takes place at another court under Order XXXIII., Rule 10a, to the Registrar of such other court for his duties under that rule	0 10 0	0 15 0
<i>High Bailiff's Fees.</i>		
29. For service within home district of every summons, petition, subpoena, notice, or order, not being a summons for commitment or a summons to a juror— If within one mile of court house If beyond one mile, then for every additional mile or part of a mile	0 2 6 0 0 6	0 4 0 0 0 6
30. For service of every summons, petition, subpoena, notice, or order (except as aforesaid), in a foreign district, each person to be served	0 4 0	0 5 0

Fees in Equitable Actions or Matters only, unless otherwise mentioned.	Where the Subject-matter of the Action or Matter.		Fees in Admiralty Actions.		Where the Amount claimed.	
	Does not exceed £100.	Exceeds £100.			Does not exceed £100.	Exceeds £100.
31. Where service is ordered to be personal, then an additional fee of	0 2 6	0 2 6	17. On a receipt for money or for papers (only one fee to be taken, however many may be the papers delivered in at one time)		0 1 0	0 1 0
32. For the execution of each warrant within home district	0 7 6	0 10 0	18. From a person who is not a party in the nor his solicitor, nor the clerk of the solicitor, on examining the court books in respect of any action		0 1 0	0 1 0
With an allowance of mileage, double the amount of the allowance on summonses.			19. For every summons for commitment		0 3 0	0 5 0
33. For the execution of each warrant in a foreign district	0 10 0	0 15 0	20. For every warrant of execution against goods, order of commitment, or order for appraisalment or sale of vessel or property, or warrant of execution against vessel or property		0 5 0	0 7 6
34. For keeping possession under a warrant of execution, advertising, appraisalment, and sale, or for inventory, appraisalment, cataloguing, lotting, and preparing for sale, and advertising, where no sale takes place by reason of the execution being withdrawn, satisfied, or stopped, the same allowances as under a warrant issued by the court in the exercise of its ordinary jurisdiction.			21. On examining the documents in any action in which no proceedings are pending, and which has been terminated within the last two years		0 2 6	0 2 6
35. Superintending sale, whether by auction or private contract, under Order II., Rule 35, or Order XXIII., Rule 13, making out account, and paying money into court, £2 per cent. on first £50 so paid, and £1 per cent. on all afterwards.			22. Ditto ditto, if beyond that period		0 3 6	0 3 6
			23. For every sitting in which the registrar is employed as an examiner, or on a reference, or for the assessment of damages where the amount claimed exceeds £20		0 7 0	0 10 0
			24. When the sitting is longer than one hour, then for every additional hour or part of an hour		0 5 0	0 7 0
			25. Where the registrar shall be required to attend elsewhere than at the court or office (in addition to the above)		0 10 0	1 0 0
			26. Mileage one way from the office to the place of sitting, for each mile		0 0 6	0 0 6
			27. For report under Order XXXIX., Rule 70		0 10 0	0 15 0
			28. For making and transmitting note of judgment or order under Order XXXVI., Rule 2		0 2 6	0 3 6
			29. For every notice under Order XXXIX., Rules 37d, 38a, and 39a		0 3 0	0 5 0
			30. For every order for substituted service under Order XXXIX., Rules 13, 16, or 39a		0 2 0	0 3 0
			31. For every order directing notice of judgment or order to be given under Order XXXIX., Rule 39b		0 3 0	0 5 0
			32. For drawing advertisements and inserting		0 5 0	0 7 0
			33. For taxation of costs		0 5 0	0 7 0

N.B.—The fees in equitable actions or matters shall be payable in actions or matters under sections 67, 68, 69, 70, and 71 of the Act; the Succession Duty Act, 1853, section 50; the Court of Probate Acts, 1857 and 1858; the Partition Acts, 1868 and 1876; the Solicitors Act, 1870; the Local Loans Act, 1875, sections 12 and 25; the Commons Act, 1876, section 30; the Rivers Pollution Prevention Acts, 1876 and 1893; the Sale of Exhausted Parish Lands Act, 1876; the Married Women's Property Act, 1882, section 11; the Settled Lands Acts, 1882 to 1890; the Judicature Act, 1884, section 17; the Guardianship of Infants Act, 1886; the Lunacy Act, 1890, sections 132 and 300; the Open Spaces Act, 1890; the Trustee Act, 1893; the Finance Act, 1894, section 10; the Judicial Trustees Act, 1896 (but subject to the provisions of the Judicial Trustees Rules, 1897); and the Inebriates Act, 1898, section 12; but such fees shall not be payable in proceedings in which the Court exercises its powers under the Money-lenders Act, 1900, section 1.

Subject to the provisions of Order XIII., Rule 12 (May, 1899), an application for the appointment of a receiver by way of equitable execution shall for the purposes of fees be treated as an interlocutory application in an equitable action or matter.

Where the amount or value of the subject-matter of the action or matter is not disclosed by the plaint or petition, it shall be taken not to exceed £100, and the fees charged accordingly. If, however, the judge shall subsequently certify that the amount or value of the subject-matter does exceed £100, the difference between the fees up to that time taken and those that would have been taken had it exceeded £100 may then be taken.

PART III.

Fees in Admiralty Actions.	Where the Amount claimed		property	And reasonable expenses for travelling and maintenance	0 15 0	1 0 0
	Does not exceed £100	Exceeds £100.				
<i>Registrar's Fees.</i>						
1. On every warrant of arrest of a vessel or property	£ s. d.	£ s. d.	38. For keeping possession of vessel or property under warrant of arrest, to include the cost of a vessel-keeper, if required, per day...	0 5 0	0 5 0	
2. On every order of release	0 5 0	0 7 6	39. For service of summons for commitment	0 4 0	0 8 0	
3. " bail bond	0 5 0	0 7 6	40. For execution of order of commitment	1 0 0	1 10 0	
4. " affidavit of justification...	0 2 6	0 2 6	41. For execution of warrant of execution against goods in action <i>in personam</i> , or against the goods of parties giving bail and their sureties in action <i>in rem</i> [Form 331A]	1 0 0	1 10 0	
5. " subpoena or summons to a witness	0 2 0	0 3 0	42. And for keeping possession, appraisement, advertising, and sale, or for inventory, appraisement, cataloguing, lotting and preparing for sale, and advertising, where no sale takes place by reason of an execution being withdrawn, satisfied, or stopped, the same allowances as under a warrant of execution on a judgment of the court given in the exercise of its ordinary jurisdiction.			
6. " notice of hearing ... each	0 1 6	0 2 6	43. For execution of warrant of execution against vessel or property in action <i>in rem</i> [Form 331K]	1 0 0	1 10 0	
7. Summons for the attendance of an assessor at the hearing of any action or reference each	0 1 6	0 2 6	[Less, where vessel or property is already under arrest, the fee for execution of warrant of arrest:]			
8. For every order of transfer of action or sale	0 10 0	0 15 0	And reasonable expenses for travelling and maintenance	—	—	
9. Where a special court is to be held for the trial of the action	1 5 0	1 15 0	44. For keeping possession of vessel or property under such warrant, to include the cost of a vessel-keeper, if required, per day	0 5 0	0 5 0	
10. Where the court is to sit for the hearing or part hearing of an action beyond three miles from registrar's office, then in addition	0 15 0	0 15 0	45. On sale of vessel or property [in addition to appraiser's and auctioneer's charges] for every £50 or fraction thereof of the gross proceeds of sale	0 10 0	0 10 0	
11. Mileage one way from office to place of sitting, for each mile	0 0 6	0 0 6				
12. When the registrar cannot return the same night	1 1 0	1 1 0				
13. For drawing final judgment	0 10 0	0 15 0				
14. For filing every affidavit or other document, not being a document annexed to an affidavit	0 1 0	0 1 0				
15. For every office copy of a document in the English language ... per folio	0 0 4	0 0 4				
16. For office copies of papers in a foreign language, or of short and writers' or reporter's notes, or of abstracts or translations made in the office, in addition to the above fees, the charges of the copyist, shorthand writer, reporter, or translator	—	—				

the Amount
aimed.
t
00.
Exceeds
£100.

0 0 1 0

0 0 1 0
0 0 5 0

0 0 7 6

0 0 2 6
0 0 3 6

0 0 10 0

0 0 7 0

1 0 0

0 0 6
0 0 15 0

0 0 3 6

0 0 5 0

0 0 3 0

0 0 5 0
0 0 7 0
0 0 7 0

0 0 4 0

0 0 2 6

0 0 15 0

1 0 0

0 0 5 0

0 0 8 0

1 0 0

1 0 0

1 0 0

0 0 5 0

0 0 10 0

Fees in Admiralty Actions.

M. Appraiser's and auctioneer's fees in action in rem:

(a) For inventory and appraisal only, without sale—

If the appraised value does not exceed £500, for every £100 or fraction of £100 ...

If the appraised value exceeds £500, for the first £500, per cent. ...

For each subsequent £100 or fraction of £100 ...

(b) Where sale takes place—

For inventory and appraisal, for every £100 of the appraised value, or fraction of £100 ...

For sale, for every £100 or fraction of £100 of the gross proceeds of sale ...

Together with the actual cost of printing, advertising, and hire of sale room.

And, in either case, a reasonable sum for travelling expenses and maintenance.

(c) Where no sale takes place by reason of an execution being withdrawn, satisfied, or stopped, there may be allowed the full fees under (a) for inventory and appraisal [if actually made] and all charges actually and necessarily incurred for printing, advertising, and preparing for sale, and for travelling expenses and maintenance as aforesaid.

N.B.—The fees in Admiralty actions shall be payable in actions under the County Courts Admiralty Jurisdiction Acts, 1868 and 1869, and in proceedings which under the Merchant Shipping Act, 1894, or any other Act of Parliament may be taken as Admiralty proceedings in any court having Admiralty jurisdiction by virtue of the said County Courts Admiralty Jurisdiction Acts, 1868 and 1869.

Where the amount or value of the subject-matter of the action is not disclosed by the plaint, it shall be taken not to exceed £100, and the fees charged accordingly. If, however, the judge shall subsequently certify that the amount or value of the subject-matter does exceed £100, the difference between the fees up to that time taken and those that would have been taken had it exceeded £100 may then be taken.

PART IV.

FEES IN OTHER PROCEEDINGS.

Registrar's Fees.

£ s. d.

1. Protection of property of deserted married women, 20 & 21

Vict. c. 85, s. 21—

For sealing every order brought to a registrar, entering same, and transmitting sealed copy of entry to registrar of County Courts judgments ...

2. Grant of a certificate of judgment under the Inferior Courts

Judgments Extension Act, 1882 ...

3. Presentation of such last-mentioned certificate for registration

...

4. Sealing and issuing duplicate of such certificate

... Registrar's and High Bailiff's Fees.

5. In proceedings under the Companies Act, 1867, section 11, the Companies (Memorandum of Association) Act, 1890, or the Companies Act, 1898, the registrar shall be allowed to retain as remuneration for the duties performed by him one-half of the fees taken by him in respect of such proceedings, except in respect of office copies, in which case he shall be allowed to retain the whole of the fees taken in respect thereof; and the high bailiff shall be allowed the same fees for the duties performed by him as in proceedings under the Companies (Winding-up) Act, 1890.

For taxation of accounts and examination of claims under sections 4 and 5 of the Parliamentary Elections (Returning Officers) Act, 1875, or any Act applying the said Act, or any other Act providing for the taxation by the court of costs of elections:—

Registrar's Fees.

6. For every notice under Order XXXVIII., Rules 2 and 4 ...

7. For taxation—

Where the amount of the account to be taxed does not exceed £50 ...

And for every additional £50 or fractional part of £50 an additional fee of ...

... 0 10 0

Where the Amount claimed.

Does not exceed £100.

Exceeds £100.

1 0 0 1 0 0

1 0 0 1 0 0

0 10 0 0 10 0

0 10 0 0 10 0

1 0 0 1 0 0

8. For examination of claim, ls. in the £ on the amount of such claim, so that the total fee does not exceed ... 0 10 0

High Bailiff's Fees.

9. For service of every notice under Order XXXVIII., Rules 2 and 4—

Within one mile of registrar's office ... 0 2 6

Beyond one mile, for every additional mile or part of a mile ... 0 0 6

LAW SOCIETIES.

INCORPORATED LAW SOCIETY.

A special general meeting of the members of the society will be held in the hall of the society on Friday, the 26th inst., at two o'clock precisely, to consider the subjects hereinafter mentioned.

Land Transfer.—Mr. J. S. Rubinstein will move: "That, in view of the fact that the experimental period of three years mentioned in the Land Transfer Act, 1897, will expire on the 18th of July next, this meeting is of opinion that an inquiry into the system of compulsory registration in London should be held, there being now sufficient material for a decision whether or not additional difficulty, expense, and delay are occasioned thereby without a corresponding advantage to persons dealing with land."

Intermediate Examination.—Mr. C. W. Holmes will move: (1) "That as an encouragement to articled clerks, the successful candidates at all future intermediate examinations be divided into two classes, 1st and 2nd respectively." (2) "That those whose names appear in the first class shall *ipso facto* be privileged to sit for honours at the final examination without payment of any fee therefor"; and (3) "That these privileges shall apply to all candidates who pass the intermediate examination after the 1st of January, 1901."

Monthly Journal.—Mr. Harvey Clifton will ask: "Whether the Council consider it advisable to issue to members (and, if not, why not) a monthly journal incorporating all the printed matter now issued periodically and separately by the Council, whereby expense might be saved, and a journal representing distinctly the views and interests of solicitors as a body might be produced."

Solicitors in Parliament.—Mr. Harvey Clifton will ask: "Why have not solicitors who are members of the House of Commons the same privilege as barristers in being exempt from service on committees of the House; and whether if, as appears, the privilege accorded to barrister M.P.'s is an improper and selfish one, placing them in an unfairly advantageous position, the society will lend its influence to bring about an abrogation of the present order."

Membership of the Society.—Mr. Harvey Clifton will move: "That the Council be recommended to take the necessary steps to ensure that every person admitted on the roll of solicitors in the future becomes, on admission, a member of the Incorporated Law Society of the United Kingdom, and that all solicitors not members of the society should become members."

UNITED LAW SOCIETY.

April 15.—Mr. B. C. Nesbitt in the chair.—Mr. A. H. Pollen moved: "That unless the English nation shows a remarkable improvement in general intelligence and technical knowledge she will soon be incompetent to discharge the Imperial duties she has incurred." Mr. G. F. Mortimer opposed. There also spoke: Messrs. T. Otway, A. A. Taylor, P. B. Walsley, A. W. Marks, and J. F. W. Galbraith.

LAW STUDENTS' JOURNAL.

COUNCIL OF LEGAL EDUCATION.

The following are the awards made by the Council upon the Easter examination held in Gray's-inn-hall on the 26th, 27th, and 28th of March last:

ROMAN LAW.

Class I.—Mohammed R. B. Kadri and John A. Simpson, Middle Temple.

Class II.—William S. Cameron and Arthur D. Cowburn, Middle Temple; Frederic L. V. Fildes, Inner Temple; Ernest A. S. Gray, Lincoln's-inn; Stuart G. Knox, Alexander Morrison, and Alexander K. Turner, Middle Temple.

Class III.—Gulamdasgar K. Aga, Norman C. Armitage, and Alban F. L. Bacon, Inner Temple; Bhupendra N. Basu, Gray's-inn; Jehangir H. Bhabha and Jehangir C. Balmoria, Lincoln's-inn; Framrose R. Bomanji, Gray's-inn; Edward G. Boyle, Inner Temple; Cyril H. E. Bretherton, Gray's-inn; Harold T. Cawley, Inner Temple; Ubit Halaig and Byram A. Cooper, Middle Temple; Louis L. D'Abadie, Inner Temple; Henry N. Devenish, Mohammed F. Elahi, George W. Falkner, Hugh J. Godley, and Ivon L. O. Gower, Lincoln's-inn; Henry W. W. Graiu and John G. Gubbins, Middle Temple; Smith A. Guest, Inner Temple; John H. Hewlett, Lincoln's-inn; Frank M. Horne, Gray's-inn; Thomas M. Hunter and Philip S. Korthaw, Inner Temple; Charles M. Knowles and Claude H. P. Lamond, Middle Temple; Geoffrey P. Langworthy, Lincoln's-inn; Charles W. L. Launspach, Middle Temple; Henry L. Lubeck, Lincoln's-inn; Prince W. E. Moore, Middle Temple; Robert H. Norton, Inner Temple; Khan M. Nusrullah, Lincoln's-inn; Robert Obbard, Ranchhodhai B. Patel,

and Roger Payne, Inner Temple; Edward G. Peake, Lincoln's-inn; Henry I. Phillips, Gray's-inn; Clement H. Pierson, Inner Temple; Jwala Prasad, Lincoln's-inn; Samuel T. Raj, Gray's-inn; Sant Ram and Philip C. Rowe, Lincoln's-inn; Mohammed Said and Thomas W. Scale, Middle Temple; Nirinal C. Sen, Gray's-inn; Akbar Shah and Richard J. Simpson, Middle Temple; Frederic Swann, Inner Temple; Herbert L. Tebbes, Gray's-inn; Leonard R. Thomas, Middle Temple; William U. Timmis, Lincoln's-inn; Henry C. B. Underdown, Inner Temple; Rigby Wason, Middle Temple.

Ninety-two were examined and 63 passed. Four candidates were postponed until the Michaelmas examination, 1901.

CONSTITUTIONAL LAW AND LEGAL HISTORY.

Class I.—Robert C. Edmonds, Middle Temple; Heidsieck P. Murray and Arthur H. D. Steel, Inner Temple.

Class II.—Charles E. Bagram, Frank W. Chkman, and John L. A. Cock, Inner Temple; Edward R. Harrison, Middle Temple; John H. Henderson, Lincoln's-inn; Francis S. Leung, Gray's-inn; John S. Low, Middle Temple; John F. Marshall, Inner Temple; Thomas R. D. Parsons, Gray's-inn; Charles O. Remfry, Inner Temple; Francis B. B. Shand, Middle Temple; Eric R. Watson, Inner Temple.

Class III.—Abdul-Wahid, Lincoln's-inn; Paul Appasamy and Norman C. Armitage, Inner Temple; Bhupendra N. Basu, Gray's-inn; Reginald Beddington, Lincoln's-inn; Raphael E. Bellios, Middle Temple; Vere F. Bertie and Edwin A. Biedermann, Inner Temple; Lionel Blume, Lincoln's-inn; Frederick H. Bowcher and Harry Brownward, Inner Temple; Francis R. Bush, Lincoln's-inn; Harold T. Cawley, Inner Temple; Chit Hlaing, Middle Temple; Leonard W. J. Costello, Inner Temple; Samuel J. de Jager, Middle Temple; Henry N. Deventish, Lincoln's-inn; Owen L. Evans, Middle Temple; Edgar T. Fawcett, Inner Temple; Arthur Foulkes, Gray's-inn; William H. P. Fox and George Frost, Middle Temple; Hugh J. Godley and Ernest A. S. Gray, Lincoln's-inn; Hon. Bertram F. Gurdon and James R. B. Hart, Inner Temple; Syud S. Hasan, Middle Temple; Harold W. Haworth and Cuthbert M. Headlam, Inner Temple; Ian M. Henderson and Charles N. Hope-Wallace, Lincoln's-inn; William Houlding, Middle Temple; Mohammed Ismail, Gray's-inn; George H. Jaeger, Thomas S. Jevons, and Eric T. Johnson, Inner Temple; Matial C. Kamodia, Gray's-inn; Apparand B. Kariapa, Middle Temple; Salahuddin K. B. Khan, Gray's-inn; Jagat R. Khola, and Geoffrey P. Langworthy, Lincoln's-inn; Henry A. Leggett, Middle Temple; William G. Lewis, Gray's-inn; Gerald Lightfoot, Maung Tsain, and Francis A. P. Morse, Middle Temple; Nai Chote, Balfour M. Neill, Robert H. Norton, and Robert Obbard, Inner Temple; William Pringle, Lincoln's-inn; Lester W. H. Ralph, and Surykant Ramdas, Middle Temple; Patrick Shee, Lincoln's-inn; Cecil R. Stephens, and Arthur A. Thomas, Inner Temple; Arthur H. Thompson and Harry B. Vaisey, Lincoln's-inn; William C. F. Vaudrey, Ernest De Van Wetton, Ferdinand M. Wheatley, and David Williams (No. 2), Middle Temple; Claude B. Wyde, Inner Temple.

The number examined was 114, of whom 78 passed. Eight candidates were postponed until the Michaelmas examination, 1901.

The special prize of £50 for the best examination in Constitutional Law and Legal History was awarded to Heidsieck P. Murray, Inner Temple.

EVIDENCE, PROCEDURE, AND CRIMINAL LAW.

Class I.—Arthur V. Arrowsmith, Louis F. Bradford, and John Camell, Middle Temple; Arthur Eckersley, Inner Temple; *Robert C. Edmonds, Middle Temple; *Thomas J. M. Greenfield, and *Douglas McG. Hogg, Lincoln's-inn; John A. King, Inner Temple; Edward D. C. Lake, Lincoln's-inn; Heidsieck P. Murray, Inner Temple; *Henry E. Peacock, Middle Temple; Charles O. Remfry, Inner Temple; *Robert E. Ross, Middle Temple; John B. Sandbach and Eric R. Watson, Inner Temple; Alured M. Wilsheire, Gray's-inn.

Class II.—Francis T. V. Bayly, Middle Temple; Lionel Blume, Lincoln's-inn; William A. Brend, Charles L. Collard, and Henry D. Cornish, Inner Temple; Elliott G. M. Dupigny, Middle Temple; William J. Evans, Gray's-inn; Frederick P. Fausset, Frederic L. V. Fildes, and Francis B. H. Goldsmith, Inner Temple; Michael J. Harnedy, John H. Henderson, and Gilbert H. J. Hurst, Lincoln's-inn; William E. R. Innes, Middle Temple; Robert L. Jones, Inner Temple; Mohammed B. B. Kadri, Middle Temple; James Keogh, Gray's-inn; Jagat R. Khola, Lincoln's-inn; Basil N. Lang, Inner Temple; George C. Maclean and Morgan Morgan, Middle Temple; Arthur V. Prior, Inner Temple; Alma Ram and Gulla Ram, Gray's-inn; Henry H. Ramsden, Inner Temple; Earl Russell, Gray's-inn; Walter H. M. Secker, Inner Temple; Kanwar H. Singh and Arthur H. Thompson, Lincoln's-inn; Reginald Unwin, Inner Temple; Richard H. Wellington, Cyril Williams, and David Williams (No. 2), Middle Temple.

Class III.—Byed M. Ali, Middle Temple; Amin C. Babree, Lincoln's-inn; Kasi P. Basu, Gray's-inn; Frederick H. Berryman, Middle Temple; Thomas H. Chittenden, Inner Temple; Asutoch Das, Gray's-inn; Nusservauji B. Gander, Lincoln's-inn; William H. Gimblett, Frederick I. Gomez, and Henry G. Grestreux, Middle Temple; Arthur Hacking, Henry D. Harben and Francis H. B. Hodgson, Inner Temple; Henry M. Hooke, Middle Temple; Thomas M. Hunter, Charles J. Jackson, and John C. Jackson, Inner Temple; Matial C. Kamodia and Salahuddin K. B. Khan, Gray's-inn; Sirajur R. Khan, Lincoln's-inn; Alfred C. Lawrence, Middle Temple; Henry L. Lubeck and Charles H. Lyell, Lincoln's-inn; Edward P. Manby, Middle Temple; Sarat S. Mukerji, Gray's-inn; Robert H. Norton and Robert Obbard, Inner Temple; Ebrahim M. Patall, Middle Temple; Roger Payne and Joseph W. Pierson, Inner Temple; Henry I. Phillips and Mian A. Rahman, Gray's-inn; Mohammed Said, Middle Temple; Khazan Singh, Lincoln's-inn; Arthur H. D. Steel and Cecil R.

Stephens, Inner Temple; Harry M. Thin and Harold C. Tripp, Middle Temple; George F. Walker, Inner Temple; Thomas J. Williams, Gray's-inn; Rupert J. B. Wontner, Inner Temple.

The number examined was 109, of whom 90 passed.

The special prize of £50 for the best examination in Evidence, Procedure, and Criminal Law was awarded to John Camell, Middle Temple. Those marked with an asterisk distinguished themselves in the examination, but were prevented from competing for the prize by the age limit.

PASS CERTIFICATES.

Class II.—John W. F. Beaumont, Lincoln's-inn; Herbert R. D. May, Inner Temple; Jangamkote K. Rau and Charles S. René, Gray's-inn; Ernest C. M. Trehern, Middle Temple; Alfred B. Weaver, Lincoln's-inn.

Class III.—Horace O. C. Beasley, Inner Temple; Cecil W. Berestford, Middle Temple; Thomas T. Blyth, Inner Temple; John Buchan, George H. Couch, and William P. Cox, Middle Temple; John M. Davies, Gray's-inn; Arthur L. Downer and Harold W. Giffard, Lincoln's-inn; Henry J. Green, William T. J. Gun, Montagu A. Harris, James G. Heath, and Harry C. Holden, Inner Temple; Bernard N. Langdon-Davies, Lincoln's-inn; John A. Langston, Lewis C. Loyd, and William W. Lucas, Inner Temple; Hiraabhai M. Mehta, Lincoln's-inn; John A. Moore, Middle Temple; Harold S. Nicholas, Inner Temple; Peter H. V. Nicolas, Middle Temple; Walter A. Paynter, Inner Temple; Henry Plange, Lincoln's-inn; Albert P. A. Profumo and Edward J. Sampson, Inner Temple; Ovid E. L. Sharples, Middle Temple; Gurdit Singh, Gray's-inn; John A. Spedding, Inner Temple; Aubrey R. Thomas, Middle Temple; Percival E. W. Thornely and Basil B. Watson, Inner Temple.

The number examined was 65, of whom 38 passed.

LAW STUDENTS' SOCIETIES.

LAW STUDENTS' DEBATING SOCIETY.—April 16.—Chairman, Mr. R. P. Croom Johnson.—The subject for debate was: "That in the opinion of this House some restriction should be placed upon the free exportation of coal from the United Kingdom." Mr. H. Hamilton Fox opened in the affirmative; Mr. Wm. Richard Edwards opened in the negative. The following members also spoke: Messrs. Alder, Harnett, Rendell, Alexander, Powers, and Dods. The motion was lost by one vote.

BIRMINGHAM LAW STUDENTS' SOCIETY.—A meeting of the above society was held in the Law Library, Bennetts-hill, on Tuesday evening last, when Mr. Horace Norton, barrister-at-law, delivered a second lecture on "The Sale of Goods Act, 1893." A third and final lecture will be given on the same subject on Tuesday, the 30th inst.

LEGAL NEWS.

CHANGES IN PARTNERSHIP.

DISSOLUTIONS.

JOB GEORGE CALTHROP and CHARLES EDWARD BONNER, solicitors (Calthrop & Bonner), Spalding. Feb. 1.

STEPHEN WOODBRIDGE and THOMAS ANTHONY WOODBRIDGE, solicitors (Woodbridge & Sons), 5, Serjeants'-inn, London, and at Brentford. April 3. The said Stephen Woodbridge will in future carry on the said business at Serjeants'-inn and Brentford aforesaid in partnership with Frank Woodbridge (now of 23, Surrey-street, Strand, London), under the present style or firm of Woodbridge & Sons. [Gazette, April 12.]

GENERAL.

Mr. Justice Grantham has fixed Monday, the 6th of May, for the commission day at the Leeds Spring Assizes.

It is stated that Mr. Registrar Lavie is about to retire, in consequence of failing health, after about forty years' service.

Mr. Justice Bucknill has had another relapse, and is confined to his bed. His condition has slightly improved, but it is stated that it will be some weeks before he can return to court.

The Recorder of Newcastle, Mr. Robson, M.P., at the Newcastle Sessions, said the prisoners on the calendar were imperfectly educated and had escaped our educational system, which they should not have done if it had been perfect, as they were all of age.

A lawyer, says the *Central Law Journal*, addressed the court as "gentlemen" instead of "your honours." After he had concluded, a brother of the bar reminded him of his error. He immediately arose to apologise, thus: "May it please the court, in the heat of debate, I called your honours gentlemen. It was a mistake, your honours."

It is expected, says the *Times*, that the hearing of House of Lords appeals will be resumed either on Tuesday next or the following Thursday. The list contains twenty-six cases, of which fifteen are English, five are Irish, and six are Scotch appeals. There are five causes awaiting judgment, and there are two claims to peerages depending.

When the Law Courts resumed on Tuesday, says the *Daily Telegraph*, the curious and unusual spectacle was witnessed of a learned judge roaming about without a place wherein to sit, because, for once, at least, there were more judges than courts. Mr. Justice Joyce was unable to hear any cases, in consequence of there being no suitable refuge available for his use. He, however, commenced his list next day in the large room opposite the Inns of Court Bar Library, which had been fitted up as a temporary court.

Tripp, Middle
ams, Gray's

ce, Procedure,
mple. Those
mination, but

R. D. May,
Gray's Inn;
Lincoln's Inn;
Bereford,
Chan, George
vies, Gray's
n; Henry J.
Heath, and
s, Lincoln's
Lucas, Inner
ore, Middle
olas, Middle
s, Lincoln's
mple; Ord
t; John A.
le; Percival

Mr. R. P.
opinion of
ortation of
ned in the
ative. The
s, Rendell,
te.

ove society
last, when
e on "The
iven on the

solicitors

solicitor
Brentford.
in the said
ship with
under the
April 12.

the com-

sequences

to his bed.
be some

Sessions,
and had
done if it

"gentle-
mother of
pologues,
and your

f Lords
aturday.
five are
judg-

tegraph,
soming
t, there
able for
the room
up as a

In giving judgment last Monday, says the *Globe*, in an action for payment brought by a dentist, the judge declared the defendant to be the best judge of the fit of the set of teeth supplied to her, and he added: "I cannot go behind her evidence." Of course he could not, unless, like Muckle-Mouth Meg, in Browning's poem, she had "a mouth that would swallow a bubbly-jock's egg."

Lord Bowen's happiest efforts in the way of rhyme, says a writer in the *Daily Telegraph*, were not of the serious kind. For pleasing absurdity nothing could surpass his poetic request to Mr. Justice Mathew to escort him to the Lord Chancellor's breakfast. "My dear J.C., Will you be free, To carry me, Beside of thee, In your buggee, To Selborne's Tea? If breakfast he intends for we, On 2 November next, D.V."

Mr. Henry William Bull, of Southampton, says the *Pull Mall Gazette*, is dead. And who was he? will be asked. A time there was when Mr. Bull's name was very much before the public. He was the contractor who built the Law Courts, and as such crushed the famous masons' strike. His plan of campaign assumed the masterful form of importing workmen from Germany, whom he housed on the spot under Government protection. The strike crushed him, all the same, for the firm went bankrupt before the buildings were finished. The Government of the day were freely blamed for that untoward consequence, though it is quite arguable that they did no more than keep Messrs. Bull strictly to their bargain.

The Yokohama correspondent of the *Daily Mail* says that something like a strike of Japanese judges and procurators has occurred. Many of the officials for some time actually refused to continue their duty, and it was only by the exercise of great pressure that they were induced finally to carry on the work of the courts. At the same time they agreed to resign in a body if any of their number were removed for this display of insubordination. The root of the trouble is the smallness of salaries. A Bill was before the Diet for increasing salaries, all round, but the House of Representatives threw it out, and this greatly incensed the occupants of the bench. Many judges get no more than the equivalent of £1 a week, and the highest salaries for the Court of Cassation and other principal tribunals are not more than £400 to £500 per annum.

A "Clerk to Justices," writing to the *Times* on the Licensing Sessions Bill, says: "My salary, after paying all expenses, is £325 a year. By far the larger portion of my professional income is derived from private practice. The proposal of prohibition, having been initiated, may be carried; and who can say how far it may not in future be extended? The prudent clerk to the justices in good practice will resign his appointment and keep his private practice, and the magistrates will be limited in choosing his successor to solicitors who have not been so successful, and hence are more dependent, and (according to the views of the Licensing Commission) are more amenable to the corruption or the suggestion of corruption of the brewer, the distiller, and the world at large. It comes to this—that purity is to be attained by removing from his office a clerk who is in good practice who happens to number amongst his clients a brewer or distiller and by putting in his stead a less successful and hence more dependent man. It does not seem to have occurred to the promoters of this Bill that this more dependent clerk may be bribed although he does not act for a brewer or distiller."

An important step was taken by the county council some time ago, says the *Daily Telegraph*, in connection with the records in its possession, many of which are documents of great historic interest. The earliest relate to the Surrey and Kent Commissioners of Sewers, who were instituted under an Act of Henry VIII., in the year 1514 or 1515, and the minutes of the commission, which are in twenty-four volumes, commence in January, 1517. There are discrepancies in the series, but after 1703 they go on continuously to 1847. The next oldest collection of minutes are those of the Greenwich Commission, which range from 1625 to 1847; then comes the Poplar Commission, from 1629 to 1847; the Westminster Commission, from 1659 to 1847; the Tower Hamlets Commission, 1702 to 1847; Holborn and Finsbury, 1716 to 1847; St. Katherine's, 1782 to 1841; and the Metropolitan Commission of Sewers, 1847 to the formation of the Metropolitan Board of Works in 1855. Another class of documents of great value in the possession of the council are the deeds and papers relating to important properties held by them. Amongst this class is the Newport Market Charter, the deeds connected with the ownership of Northumberland House, and the Court Rolls of Tooting-bec, of which the council are Lords of the Manor. The latter are most valuable, as they form an almost complete set of Court Rolls from the reign of Richard II. to the present time. These interesting and valuable documents are now being transcribed and edited with a view to publication.

At the Dorset Quarter Sessions, on the 10th inst., Mr. R. Fossett Lock, the leader of the bar, said that he had been asked to mention on behalf of the bar a rather delicate matter—the acting of the clerk of the peace or his partner as prosecuting solicitor in certain cases. Some correspondence had taken place on the matter before, and he had understood that the practice was not to be continued. He represented to the chairman some time back that the clerk of the peace was an integral part of the court, and that therefore it was not consistent with the administration of justice that he or his partner should prosecute a prisoner in that court. The magistrates themselves had set a severe rule upon themselves, for no magistrate who was a barrister was entitled to practise in a Crown Court at sessions or assizes. It certainly seemed undesirable that, in cases in which a point of law might be raised by the defence, the prosecution should have been undertaken by the clerk of the peace or his partner. He was quite aware of the reason put forward, that the clerk of the peace was also clerk of the county police authority, and that, when the police prosecuted, it was desirable that he or his partner should act as

their solicitor. Nevertheless, there was the fact that they appeared in that court to advise the magistrates in adjudicating in a matter in which they were themselves personally interested as solicitors. He made these observations without the slightest desire to say anything personally against the clerk of the peace or his partner. The members of the bar were all on the best of terms with them both, and had the highest opinion of Mr. Fooks as clerk of the peace and of the county council; but this was a matter which appeared to the members of the bar to reflect very largely upon the administration of justice. The chairman said he understood from the clerk of the peace that before acting in this way he had taken counsel's opinion as to his right to do so, and counsel advised that there was no reason why he should not. Mr. Lock did not, he understood, allege in the least that the clerk of the peace had done anything illegal, but merely that it was an unadvisable course for him to take. At the same time the court considered that, whether illegal or not, it was unadvisable that such a course should continue; and if the members of the bar would leave the matter in the magistrates' hands they would take steps, if they could, to make some alteration so that the practice should not continue.

COURT PAPERS.

SUPREME COURT OF JUDICATURE.

ROTA OF REGISTRARS IN ATTENDANCE OF

Date.	EMERGENCY ROTA.	APPEAL COURT No. 2.	Mr. Justice KEKEWICH.	Mr. Justice BYRNE.
Monday, April	22 Mr. Pugh	Mr. Leach	Mr. Greswell	Mr. Farmer
Tuesday	23 Leach	Godfrey	Church	King
Wednesday	24 Godfrey	Leach	Greswell	Farmer
Thursday	25 Carrington	Godfrey	Church	King
Friday	26 Lavie	Leach	Greswell	Farmer
Saturday	27 Beal	Godfrey	Church	King
Date.	Mr. Justice COZENS-HARDY.	Mr. Justice FARWELL.	Mr. Justice BUCKLEY.	Mr. Justice JONES.
Monday, April	22 Mr. Carrington	Mr. Beal	Mr. Jackson	Mr. King
Tuesday	23 Lavie	Pugh	Pemberton	Farmer
Wednesday	24 Carrington	Beal	Jackson	Church
Thursday	25 Lavie	Pugh	Pemberton	Greswell
Friday	26 Carrington	Beal	Jackson	Pemberton
Saturday	27 Lavie	Pugh	Pemberton	Jackson

EASTER SITTINGS, 1901.

COURT OF APPEAL.

APPEAL COURT I.

Final and interlocutory appeals from the King's Bench Division, the New Trial Paper, and in re The Workmen's Compensation Act.

Tues., April 16 (App motns ex pte—orgl motns, and apps from ords made on interlocutory motns)
N.B.—The Appeals or other Business proposed to be taken in Appeal Court I. will, from time to time, be announced in the Daily Cause List.

APPEAL COURT II.

The General List and Appeal Motions from the Chancery, and Probate, Divorce, and Admiralty Divisions, and the County Palatine and Stannaries Courts, and Appeals in Bankruptcy and Lunacy.

Tues., April 16 (App motns ex pte—orgl motns—apps from ords made on appeal motns (sep list), and Chan gen list if required)
Wednesday 17 Chan gen list
Thursday 18 Chan gen list
Friday 19 Bkey and Chan gen list
Saturday 20 Chan gen list
Monday 21 (App motns ex pte—orgl motns—apps from ords made on appeal motns (sep list), and Chan gen list if required)
Wednesday 24 (App motns ex pte—orgl motns—apps from ords made on appeal motns (sep list), and Chan gen list if required)
Thursday 25 Chan gen list
Friday 26 Bkey and Chan gen list
Saturday 27 Chan gen list
Monday 28 Chan gen list
Tuesday 29 (App motns ex pte—orgl motns—apps from ords made on appeal motns (sep list), and Chan gen list if required)
Wednesday 8 (App motns ex pte—orgl motns—apps from ords made on appeal motns (sep list), and Chan gen list if required)
Thursday 9 Chan gen list
Friday 10 Bkey and Chan gen list
Saturday 11 Chan gen list
Monday 12 Chan gen list
Tuesday 13

Wednesday 15 (App motns ex pte—orgl motns—apps from ords made on appeal motns (sep list), and Chan gen list if required)
Thursday 16 Chan gen list
Friday 17 Bkey and Chan gen list
Saturday 18 Chan gen list
Monday 19 Chan gen list
Tuesday 20 (App motns ex pte—orgl motns—apps from ords made on appeal motns (sep list), and Chan gen list if required)
Wednesday 22 (App motns ex pte—orgl motns—apps from ords made on appeal motns (sep list), and Chan gen list if required)
Thursday 23 Chan gen list
Friday 24 Bkey and Chan gen list
N.B.—Lunacy Matters (if any) are taken in Appeal Court II. on every Monday at Eleven until further notice. Admiralty Appeals will be taken in Appeal Court II. on days to be appointed by the Court.

HIGH COURT OF JUSTICE.

CHANCERY DIVISION.

CHANCERY COURT I.

Mr. Justice KEKEWICH.

The following will be the Order of Business:—

Monday—Chamber summonses.
Tuesday—short Causes, Petitions, and adjourned Summonses.
Wednesday and Thursday—Adjourned Summonses.
Friday—Motions and Adjourned Summonses.
N.B.—The first day of the Sittings. Tuesday, April 16, will also be a Motion Day.
Saturday—Adjourned Summonses.
Actions without Witnesses (not marked short) and Further Considerations will be heard on days from time to time announced in Daily Cause List.
Short Causes will be put into Tuesday's List on the necessary papers (including minutes) being left with the Judge's Clerk.
N.B.—If there are any Cases with Witnesses which it is convenient for Mr. Justice Kekewich to try, notwithstanding that he is ordinarily taking Non-Witness Business only, they will be announced in the Daily Cause List.

CHANCERY COURT II.

Mr. Justice BYRNE.

Tues., April 16. Motns and non-wit list
Wednesday 17 Non-wit list
Thursday 18 Non-wit list

The Business of the Courts will be taken in accordance with the Judges' Resolutions of May 24, 1894. The Judges named to sit in Divisional Court will, whenever it becomes necessary, sit at Nisi Prius.

The parties are to meet in the ante-room of Masters' Chambers, and the summonses will be inserted in the printed list for the day after the summonses to be heard before the Master sitting in chambers, and will

COURT OF APPEAL.

EASTER SITTINGS, 1901.

APPEAL COURT I.—NOTICES.

King's Bench Interlocutory Appeals will be taken in Court I. on Tuesday, April 16, and afterwards on every Monday in the Sittings.

King's Bench Final Appeals and New Trial Paper will be taken on days to be announced in Daily Cause List.

Appeals in Re The Workmen's Compensation Act will be taken in Court I. on days to be announced in the Daily Cause List.

APPEAL COURT II.—NOTICES.

N.B.—Appeal Motions from the Chancery and Probate and Divorce Division will be taken in Court II. on Tuesday, April 16, and on Wednesday, April 24, and on every Wednesday in the Sittings, and Bankruptcy Appeals will be taken on Friday, April 19, and following Fridays.

N.B.—Subject to Chancery Appeal Motions on Wednesdays, Chancery Final Appeals will be taken every day in Court II. until further notice.

N.B.—When the Chancery Appeal Motions are not enough for a day's Paper, Chancery Final Appeals will be added on Motion days.

N.B.—Probate and Divorce Final Appeals will be taken on a day to be appointed, of which notice will be given.

Admiralty Appeals (with Assessors) will be taken in Court II. on the days appointed by the Court, notice of which will be given.

Appeals from the Lancaster and Durham Palatine Courts will be taken in Court II. on Thursday, April 25 (if reached).

FROM THE CHANCERY DIVISION.

Judgment Reserved.

(General List.)

Tubes Id v Perfecta Seamless Steel Tube Co Id appl of debts from order of Mr Justice Buckley, dated May 29, 1900 (c a v March 12)

FROM THE CHANCERY DIVISION, THE PROBATE, DIVORCE AND ADMIRALTY DIVISION (PROBATE AND DIVORCE), AND THE COUNTY PALATINE AND STANNARIES COURTS.

(General List.)

1899.

In re Tiemann's Patent, AD, 1893, No 8736, &c and Patent, Designs, &c Acts appl of petrus Franz, Fritzche & Co from order of Mr Justice Cozens-Hardy, dated Aug 3, 1899 (security ordered March 14, 1900) Aug 30

Foster v British Drying Co Id appl of debts from order of Mr Justice Kekewich, dated Nov 10, 1899 (order to wind up debt co, dated April 4, 1900) Nov 21

1900.

Taylor v Clark appl of debt M E Clark & ors from order of Mr Justice Farwell, dated March 8, 1900 (restored) part heard

In re Terrey Pitter v Terrey appl of debts from order of Mr Justice North, dated Nov 29, 1899 March 1

Tebb v Cave appl of debt from order of Mr Justice Buckley, dated Feb 15, 1900 (security ordered) April 5

Campbell Davys v Lloyd appl of debt from order of Mr Justice Bucknill for Mr Justice Stirling, dated April 4, 1900 (s o June 1) April 19

In re Robinson Pattison v Wilkinson appl of debt from order of Mr Justice Stirling, dated March 3, 1900 May 21

In re The New Zealand Midland Railway Co Id Smith (on behalf, &c) v Lubbock appl of The Industrial and General Trust Id from order of Mr Justice Kekewich, dated April 6, 1900 May 24

Whitstable Oyster Fishery Co v Hayling Fisheries Id appl of debts from order of Mr Justice Buckley, dated May 9, 1900 June 18

In re Perry Volkman v Bartlett appl of debt H H Bartlett from order of Mr Justice Stirling, dated April 10, 1900 June 19

Merchants' Fire Office Id v Armstrong appl of debts W H G Newell and ors from order of Mr Justice Kekewich, dated Jan 1, 1900 June 8

Merchants' Fire Office v Armstrong appl of debt D Davidson from order of Mr Justice Kekewich, dated Jan 23, 1900 June 20

The Merchants' Fire Office Id v Armstrong appl of J Robertson from order of Mr Justice Kekewich, dated Jan 23, 1900 Aug 10

The Thornton Pickard Manufacturing Co Id appl of debts from order of Mr Justice Kekewich, dated April 3, 1900 June 22

Hand v Blow appl of C Hodgkinson from order of Mr Justice Stirling, dated June 14, 1900 June 28

Marshall Id v Chameleon Patents Manufacturing Co Id appl of debts from order of Mr Justice Kekewich, dated June 12, 1900 July 2

Co v Treacy appl of debt from order of Mr Justice Buckley, dated March 2, 1900 July 4

Burnyeat v Whitehaven Joint Stock Banking Co Id appl of debts from order of Mr Justice Farwell, dated June 14, 1900 July 4

Barclay & Co Id v Drucker appl of debt from judgment of Mr Justice Phillimore, dated June 16, 1900, without a jury, Middlesex (K B Division Final List) by order

Drucker v Gibson appl of debt from order of Mr Justice Buckley, dated Dec 20, 1900 Jan 4, 1901

Gibson v Drucker appl of debt from order of Mr Justice Buckley, dated Jan 4, 1901

Barclay v Drucker appl of debt from order of Mr Justice Lawrence, dated Jan 12, 1901 (K B Division Interlocutory List) by order

The Isle of Thanet Electric Tramway & Lighting Co Id v Abbot appl of debts from order of Mr Justice Byrne, dated June 21, 1900 July 7

In re Hunt Pollard v Grake appl of debt J W Leppard from order of Mr Justice Stirling, dated May 29, 1900 July 7

Chamberlain & Hookham Id v The Mayor & of Bradford appl of debts from order of Mr Justice Farwell, dated May 25, 1900 July 9

FROM THE KING'S BENCH DIVISION.

For Hearing.

(Final List.)

1899.

Rowlands (applt) v Miller (respt) Crown side appl of respt from judgment of Justices Lawrence & Channell, dated Feb 17, 1899 (security ordered) March 3

1900.

Short v Foss appl of debts from judgment of Mr Justice Lawrence, dated Oct 28, 1899, without a jury, Middlesex (security ordered) Jan 27

Bancroft & Thompson v Heath appl of debts from judgment of Mr Justice Mathew, dated Jan 15, 1900 (Commercial List), at trial, Middlesex March 16

Fisher v Plumbly appl of debt from judgment of Mr Justice Kennedy, dated March 12, 1900, without a jury, Middlesex March 24

Nickoll & Knight v Ashton, Edridge & Co appl of debts from judgment of Mr Justice Mathew, dated May 7, 1900, without a jury, Middlesex May 21

Anglo-Argentine Live Stock & Produce Agency Id v Westoll appl of debt from judgment of Mr Justice Mathew, dated May 14, 1900, without a jury, Middlesex May 24

Dear v Wallis appl of debt from judgment of Mr Justice Wright, dated May 17, 1900, without a jury, Middlesex May 31

Carmichael v Torrome appl of debt from judgment of Justices Darling and Bucknill, dated May 22, 1900 June 6

Beckhuson & Gibbs v Hamblet appl of debts from judgment of Mr Justice Kennedy, dated March 14, 1900, without a jury, Middlesex (s o one month after "Levett & aur v Hamblet" disposed of—by order) June 8

London & Provincial Bank Id v Jones appl of debts from judgment of Mr Justice Wright, dated May 11, 1900, without a jury, Middlesex June 8

In the Matter of an Arbitration between Thomas James Masters & the Great Western Ry Co appl of the Great Western Ry Co from judgment of Justices Darling and Bucknill, dated May 30, 1900 June 13

Giddy v Kerry appl of debt from judgment of Mr Justice Phillimore, dated March 19, 1900, and contention of debt, dated June 20, 1900 June 15

Kerin (widow) & ors v Weston appl of debts from judgment of Mr Justice Phillimore, dated March 16, 1900 (security ordered) June 16

The Driefontein Consolidated Mines Id v Janson appl of debt from judgment of Mr Justice Mathew, dated June 1, 1900, without a jury, Middlesex June 25

The West Rand Central Gold Mines Co Id v de Rougemont appl of debt from judgment of Mr Justice Mathew, dated June 1, 1900, without a jury, Middlesex June 25

The National Telephone Co Id, debts v Mayor, &c of Huddersfield, debts (Crown Side) appl of debts from judgment of Justices Grantham & Channell, dated June 20, 1900 June 29

The National Telephone Co Id, debts v The Mayor, &c of Tunbridge Wells, debts (Crown Side) appl of debts from judgment of Justices Grantham & Channell, dated June 18, 1900 (to come into the paper together) June 29

Barclay & Co Id v Drucker appl of debt from judgment of Mr Justice Phillimore, dated June 16, 1900, without a jury, Middlesex (to be heard in Appeal Court No II) July 6

Brown v Lawrence & Co appl of debts from judgment of Mr Justice Channell, dated June 23, 1900, without a jury, Middlesex July 18

The International Stock Exchange Id v Baker appl of debts from judgment of Mr Justice Phillimore, dated July 9, 1900, without a jury, Middlesex July 23

The Milford Docks Co v The Milford Haven Urban District Council appl of debts from judgment of Mr Justice Grantham, dated July 10, 1900, without a jury, Haverfordwest July 26

Knowles v Huth & The Anglo-Continental Contract Corp Id and Witney, Graaf & Co appl of Anglo-Continental Corp from judgment of Mr Justice Lawrence, dated June 12, 1900, without a jury, Middlesex July 26

Mandikan v Morrison (Commercial Court) appl of debt from judgment of Mr Justice Mathew, dated July 26, 1900, without a jury, Middlesex Aug 1

McGrath v Elder, Dempster & Co appl of debt from judgment of The Judge of the Court of Passage (Liverpool), dated July 11, 1900 (security ordered) Aug 1

Attorney-Gen & ors v Whitmore appl of debts from judgment of Mr Justice Mathew, dated July 24, 1900, without a jury, Middlesex Aug 2

Huntingdon & ors v The Lancashire & Yorkshire Ry Co (Railway & Canal Commission) appl of Huntingdon & ors from part of judgment of Mr Justice Wright, Sir F Peel & Viscount Cobham, dated May 24, 1900 Aug 6

The Great Western Ry Co v The Metropolitan Ry Co, Aylesbury Station (Railway & Canal Commission) appl of debts The Metropolitan Ry Co from judgment of Mr Justice Wright, Sir F Peel and Viscount Cobham Aug 6

Synchromy Syndicate Id v Turata appl of debt from judgment of Mr Justice Darling, dated July 17, 1900, without a jury, Middlesex Aug 11

Gray v Howcroft & ors appl of debt from judgment of Mr Justice Day, dated July 31, 1900, without a jury, Middlesex Aug 15

Price & Pierce v The Marine Insurance Co Id appl of debts from judgment of Mr Justice Bigham, dated July 2, 1900, without a jury, Middlesex Aug 15

Millman v Lane appl of debt from judgment of Mr Justice Lawrence, dated Aug 10, 1900, without a jury (heard at Exeter, judgment given in London) Aug 15

Kessell & Co v H Lyon & Mayer appl of debts from judgment of Mr Justice Mathew, dated Aug 1, 1900, without a jury, Middlesex Aug 16

Cundall & ors v Mountain appl of debt from judgment of Mr Justice Ridley, dated Aug 8, 1900, without a jury, Leeds Aug 17

FROM THE KING'S BENCH DIVISION.

(New Trial Paper.)

1899.

Woolley v Manchester Ship Canal Co appln of defts for judgt or new trial on appl from verdict and judgt, dated March 13, 1899, at trial before T H Baylis, Esq, and special jury (Court of Passage, Liverpool) —Pltff dead April 19

1900.

Clark v Dixon, Brown & ors appln of defts for judgt or new trial on appl from verdict and judgt dated 1900, at trial before Mr Justice Bruce and special jury, Newcastle-on-Tyne (s o till after judgt given by Bruce, J) Nov 7

Gordon v The London, City, & Midland Bank ld appln of plttf for judgt or new trial on appl from verdict and judgment dated August 18, 1900, at trial before Mr Justice Bucknill and special jury, Birmingham part heard (Final Appeal) Gordon v The London, City, & Midland Bank appl of plttf from judgt of Mr Justice Bucknill, dated Dec 19, 1900, and cross-notice of appl by respnt from same order (transferred to this list by order) same v Capital & Counties Bank ld appln of plttf for judgt or new trial on appl from verdict and judgt, dated Aug 20, 1900, at trial before Mr Justice Bucknill and special jury, Birmingham part heard s o till after decision in House of Lords in similar appl

1901.

Miles v Lowenfeld & anr appln of defts for judgt or new trial on appl from verdict and judgt, dated Dec 21, 1900, at trial before the Lord Chief Justice and special jury, Middlesex Jan 11

Sear v Wyler appln of plttf for judgt or new trial on appl from verdict and judgt, dated Jan 21, 1901, at trial before Mr Justice Lawrence and special jury, Middlesex Feb 12

Macoun v Eekins, Oxenford, & Co appln of plttf for judgt or new trial on appl from verdict and judgt, dated Nov 30, 1900, at trial before Mr Justice Mathew and special jury, Middlesex Feb 28

1900.

Battye v Shelton & anr appln of defts for judgt or new trial on appl from verdict and judgt, dated Dec 14, 1900, at trial before Mr Justice Grantham with a jury Dec 22

St Helen's Corpn v The United Alkali Co ld appln of defts for judgt or new trial on appl from verdict and judgt, dated Dec 19, 1900, at trial before Mr Justice Bucknill and special jury, Liverpool Dec 31

FROM THE KING'S BENCH DIVISION.

(Interlocutory List.)

1900.

Matthews & ors v Colls & anr appl of plttf from order of Mr Justice Bucknill, dated June 13, 1900 (security ordered) June 26

Dunlop Pneumatic Tyre Co ld & ors v Continental Caoutchouc Gutta Percha Co appl of deft from order of Mr Justice Day, dated Dec 6, 1900 (s.o.) Dec 12

1901.

In re an Arbitration between the County Council of Kent and the Urban District Council of Sandgate appl of Sandgate District Council from order of Mr Justice Grantham, dated Jan 14, 1901 Feb 5

Youde v Sheldone ld appl of plaintiff from order of Mr Justice Grantham, dated Feb 4, 1901 Feb 11

Robinson (infant) by T Robinson v W H Smith & Son (Crown Side) appl of defts from order of Justices Wills and Phillimore, dated Feb 1, 1901 Feb 14

The King on the prosecution of Samuel Vine v The Bishop of Salisbury (Crown Side) appl of Prosecutor from order of Justices Wills and Channell, dated Feb 8, 1901 Feb 16

Eady v Eledon appl of plttf from order of Mr Justice Grantham, dated Feb 6, 1901 Feb 19

Schlichter v Matoko Goldfields ld appl of defts from order of Mr Justice Ridley, dated Feb 22, 1901 Feb 25

S R Hermanos v S Parsonage appl of deft from order of Mr Justice Ridley, dated Feb 22, 1901 Feb 28

Pearce v Hoxton Brewery Co ld appl of plttf from order of Mr Justice Ridley, dated Feb 19, 1901 March 1

Howden v Alexander & ors appl of J Henry, a deft, from order of Mr Justice Ridley, dated Feb 26, 1901 March 2

Van Laun & Co v Baring, Bros & Co appl of defts from order of Mr Justice Bigham, dated Feb 26, 1901 March 4

Bartlett v Higgins appl of plttf from order of Mr Justice Ridley, dated March 4, 1901 March 5

Willis v Ablitt appl of Sweptstone & Stone from order of Mr Justice Ridley, dated Feb 28, 1901 March 8

Jameson v Sachs appl of deft from order of Mr Justice Day, dated March 11, 1901 March 14

Wills & Dorset Banking Co ld v Sparman & anr appl of deft from order of Mr Justice Day, dated March 13, 1901 March 14

Villiers v Glyn appl of deft from order of Mr Justice Day, dated March 11, 1901 March 14

Hardy v Hooley appl of plttf from order of Mr Justice Bucknill, dated March 6, 1901 March 14

Walker v Blaisdell Pencil ld & ors appl of deft Blaisdell Co from order of Mr Justice Ridley, dated March 1, 1901 March 15

Ellen v Great Northern Ry Co appl of defts from order of Mr Justice Bucknill, dated March 9, 1901 March 15

(To be continued.)

HIGH COURT OF JUSTICE.

CHANCERY DIVISION.

Chancery Causes for Trial or Hearing.

(Set down to April 4, 1901.)

Before Mr. Justice KAKSWICH.

Retained by Order.

Causes for Trial (with Witnesses).

Rajah of Vizianagram v Turner

act pt hd (April 23)

Barnard v Wallis act

Sidaway v Evans act

Causes for Trial (without

Witnesses).

Villar v Brander act

Baker v Cartwright act & adj sums

in In re Baker (Cartwright v

Cartwright)

Bellerby v Rowlands & Marwood's

Steamship Co ld act

Brown v Francis m f j

The Windhill Industrial Co-Opera-

tive Soc ld v Weatherhead m f j

(short)

Adjourned Summonses.

In re The New Zealand Midland

Ry Co ld Smith v Lubbock (s o

after appeal)

In re Wootton Achurst v Atkin

(plttf)

In re Same Same v Same (deft)

In re Dew Brown v Dew

In re Hiscoe Hiscoe v Waite

In re Cheese Powles v Grennow

Goodwin v The Ivory Soap Co

Benney v Farling

In re Gregory Gregory v Monks

In re Chapman Hammond v

Chapman

In re Harvey & Trustee Act, 1893

In re Layton Layton v Layton

In re Downman Downman v

Downman

In re Branson Hands v Branson

In re Pepperdine Pearl v Pepper-

dine

In re Gilbert Waterhouse v Wright

In re Davidson Jarrold, & Co ld

v Davidson

In re Johnson Matthews v Johnson

In re Duncombe Pirie Duncombe

v Gray

In re Bacon Gimblett v Bacon

In re Collett Ingle v Ingle

In re Rogers Rogers v Rogers

In re Lampson Lamp on v Lampson

Santa Rita Nitrate Co ld

In re Broad Smith v Draeger

In re Bennet Goad v Burnet

In re Helme In re Coupland

Wilkins n v Helme

In re Frankland West v Frankland

Wade v Middlesex Joint Stock, & Co

ld

In re Taunton Pearse v Tansley

In re Morris Morris v Morris

Bennett v Watson

In re Oldfield Oldfield v Oldfield

In re Haaler Hervey Bathurst v

Haaler (for hearing)

Whitehouse v Lodge & Harper ld

(to come on with fur con)

In re The Bishops Castle Ry Co &

Ry Co's Act, 1867

Further Consideration.

In re The New Zealand Midland Ry

Co Smith v Lubbock fur con

Before Mr. Justice WRIGHT.

(Sitting as an additional Judge of

the Chancery Division.)

Companies (Winding-up).

Petitions.

River Plate Electric Light & Traction

Co ld (petn of Glyn, Mills, Currie

& Co)

Lucia Silver Mines ld (petn of

Frank Jackson & Co)

Thames White Lead Co ld (petn of

R Ramsden & Son)

Harvey & Williams ld (petn of

Wills ld)

Property Gazetteer ld (petn of

Story)

Billiards Publishing Co ld (petn of

W Wilfred Head & Co ld)

Valentine Extract Co ld (petn of

Valentine's Meat Jul-e Co)

Grape Vinegar Co ld (petn of

Worthington & Co ld)

Alliance Land, Building, & Invest-

ment Co ld (petn of C F Rogers)

Fred Knight & Co ld (petn of P

Boxhi & anr)

Old Hall Porcelain Works ld (petn

of Moore Bros)

South of England Reversionary

Interest Assoc (petn of W A Lowe

& ors)

Industrials & General Agency ld

(petn of H L Lambert Beresford)

Septimus Parsonage & Co ld (petn

of J A Detmold)

Harris, Hooper, & Co ld (petn of

Greenless Bros)

Red Hill (W A) Gold Syndicate ld

(petn of Wilson's and Union Tab)

Co ld)

Carling's Tannery ld (petn of G

Manwaring & ors)

Cheap Wood Co ld (petn of F &

H Green)

George Gale & Sons ld (petn of

Mark Lintine)

Arizona Mortgage Co ld (petn of

J Martin & Sons)

British Electrozone Corpn ld (petn

of Ede & Allom)

National Co for the Distribution of

Electricity by Secondary Genera-

tors ld (petn of Adam Scott)

Eastern Counties Insurance Co ld

(petn of W Laurillard)

Wansbrough Paper Co ld (petn of

Howes, White, McLue & Co ld)

Chancery Division.

Turkish Regie Export Co ld &

reduced (petn of Company)

Companies (Winding-up).

Petition for sanction of scheme of

Arrangement

Bethanga Goldfields ld (petn of

Company & its Liquidator)

Motion.

National Club Bank ld (for pay-

ment into Company's liquidation

account)

Court Summonses.

Hammond's Matabele Gold Mines

Development ld (for misfeasance

—witnesses)

Welsh, Asquith & Co ld (on claim

of J F Pease & Co, &c)

Leeds & Hanley Theatre of Varieties

ld (for misfeasance—witnesses)

Charles Francis, Son & Co ld (as

to dealing with distribution of

assets)

Self-Acting Pneumatic Tyre Pump

Syndicate ld (for misfeasance)

New Gold Coast Exploration Co ld

(for removal of Liquidator—

witnesses)

London & Northern Bank ld (to

reverse decision of Liquidator re-

jecting proof of E Grant)

Lydenburg Minerals Exploring Co

ld (for misfeasance—witnesses)

Urmston Grange Steamship Co ld

(for removal of Liquidator—

witnesses)

Same (for removal of evidence from

file, &c)

Yorkshire Investment & American Mortgage Co ld (as to dealing with undistributed assets)
Coolgardie Mint & Iron King Gold Mines ld (for misfeasance—witnesses)

Asia ld (on claim of Pilling—witnesses)
Syria Ottoman Ry Co ld (on claim of Pilling—witnesses)

Amalgamated Syndicates ld (to fix remuneration of Voluntary Liquidator)

Before Mr. Justice BYRNE.
Retained by order.
Causes for Trial (with Witnesses).
Brandon v The Capital Finance Co ld act pt hd

Mousley v Hilliard act pt hd
Yeale v Nicholls act (Bristol, D R)
Johnson v Bath act
In re Hine Hine v Ashwell act
Pryor v Grimston act
Phillips v Howell act
In re Auldjo Auldjo v Roysd
Roysd v Auldjo act and counter-claim
In re Chambers Bradbury v Chambers act
Bellamy v Parker act
Fletcher v Goodwin Goodwin v Fletcher act

Procedure Summons.
Eklof v Strand Wood Co ld (s o till after defence)

Causes for Trial (without Witnesses and Adjourned Summonses).

In re The London Parochial Charities (expte Central London Ry Co) adjd summs pt hd
In re The Peruvian Corpn ld The General & Commercial Investment Trust ld v Peruvian Corpn ld action

In re Feis Lowenthal v Feis adjd summs

Coleman v Follett adjd summs

In re Boyle's Trusts L'Estrange v Penny adjd summs

In re Somersgill Summergill v Scott adjd summs

In re Samuel Norrish, dec & In re Loosmore, Solr adjd summs

In re Mayhew In re Ager Houchen v Dennis adjd summs

In re Musgrave Clayton v Milson adjd summs

In re Jane Snell Snell v Snell adjd summs

Roberts v Fiddaman act

Gould v Coaks and ors adjd summs

In re The River Plate Trust Loan and Agency Co ld and In re The Lake Copais Co ld adjd summs

In re Wells Wells v Wells adjd summs

In re Okes-Voysey's Settlement Okes-Voysey v Rendle adjd summs

In re Schofield Schofield v Coulter adjd summs

In re Smith & Sons, Solrs, &c adjd summs

Sherlock v Lovelace act (entered in Non-witness List)

In re Horsfall Lee v Horsfall adjd summs

In re Cordwents Estate Cordwents v Cordwents adjd summs

In re Lord Crews and the Settled Land Acts, 1882 to 1890 adjd summs

In re Clarke, dec Clarke v Clarke adjd summs remitted from Court of Appeal (by order)

Further Considerations.

In re H O S Dyer Dyer v Dyer fur con (adjd from Chambers)

Kerby v Wood fur con

In re Wilkins Ernaley v Wilkins fur con
Cecil v Mander fur con & adjd summs to come on with it (by order)

Before Mr. Justice COZENS-HARDY.
Retained by Order.

Causes for Trial (with Witnesses).
The National Society for the Distribution of Electricity by Secondary Generators ld v Gibbs act and counter-claim (apply to fix a day)

Collingwood v Dunningham act
In re de Almeida Soudis v Keyser issues for trial (June 11, after pt hd)

Black v Williams act

In re Deighton's Patent, No. 15,670 of 1896 petn entered in Witness List

Neville v Knight act

Glamorgan Woollen & Tailoring Co ld v Newman act

Causes for Trial (without Witnesses and Adjourned Summonses).

In re Harrison Moody v Robertson adjd summs (transferred from Farwell, J)

In re Same Same v Same adjd summs to come on and to be treated as part of the above summs

In re Gibbs Rust v Truelove adjd summs

In re the Trusts of an Indenture, dated August 30, 1854, and the Trustee Act, 1893 adjd summs

Girdlestone v Cathcart adjd summs

In re Giles Garling v Giles adjd summs

In re Slater Hammond v Burbidge adjd summs

In re Whitham Whitham v Davies adjd summs

In re Spackman King v Ferris adjd summs

In re Harvey Harvey v Harvey adjd summs

In re Moore Thurston v Davies adjd summs

In re Lyveden Hill v Lyveden adjd summs

In re Aspinwall Aspinwall v Napier adjd summs

In re Aspinwall Blaikie v Aspinwall adjd summs

In re Stebbings Skinner v Wilkinson adjd summs

In re Russell Russell v Aspinwall adjd summs

In re Watson Watson v Russell adjd summs

In re Russell Russell v Russell adjd summs

In re Garry & Roe's Contract adjd summs

In re Mott Mott v Gates adjd summs

In re Hutchinson In re Harbord Alexander v Harbord adjd summs

In re Bateman & Francis & V & P Act, 1874 adjd summs

In re Gassiot Fladgate v De More adjd summs

In re Kiell Kiell v Kiell adjd summs

In re Taylor Smart v Taylor adjd summs

Further Considerations.

In re The Arauco Co ld Fleming v The Company In re Same Tears v The Company fur con

In re Tucker Tucker v Tucker fur con (deft W Tucker, dead)

Hedley v Reitmeyer Reitmeyer v Hedley fur con & adjd summs

Wilkes v Perkins fur con

Thornton v Thornton fur con

In re Manners Sutton Manners Sutton v Baron Manners fur con

Before Mr. Justice FARWELL.
Retained by Order.

Adjourned Summonses.

Derbon v Collis (s o generally)

In re Matthews Matthews v Matthews (s o)

In re Sandbach Charity Attorney-General v Earl of Crewe (s o generally)

Hutton v Hutton

In re Jennings Estate Lermite v Plaskett (s o generally)

In re Chenoweth Ward v Dwelley (s o)

In re Carew Dayman v Taylor

In re Margaret Vickers, an infant

In re the Matter of an Arbitration between the River Plate Construction Co ld, James Capel & Co and Charles Bright and In the Matter of the Arbitration Act, 1889 motn to set aside award—summs to sell shares—discharge an order, March 25, 1901

River Plate Construction Co v London and Brazilian Bank

Bright v London & Brazilian Bank (to be in list on first Monday in sittings)

Causes for Trial (with Witnesses).

Abery v Isard

Isard v Abery

The Main Colliery Co ld v Rural District Council of Neath (pleadings to be delivered)

Westcott v Arnold

The Bristol Tramways & Carriage Co v Star Life Assurance Society

Thomas v Snowell (pleadings to be delivered)

Alianza Co v Limboke (s o until return of Commission)

The above Witness Actions are entered in the General List according to date of setting down.

Further Considerations.

In re Higdon Hooke v Higdon & adjd summs pt hd (s o generally)

In re Hunt Leppard v Morgan & 4 adjd summs pt hd (s o generally)

Moore v Moore

Petition.

In re Johnston Mills v Johnston (first day after motns)

Causes for Trial (with Witnesses).

Muller v Nicolls act

Alianza Co ld v Limboke act & 3rd party notice (s o until return of Commission)

Horne v Jewell act (further security ordered)

Down v Lederer act (pleadings to be delivered)

Main Colliery Co v Rural District Council of Neath act

Westcott v Arnold act

Actien Gesellschaft fur Cartonnagen Industries v Temler act (s o until after appeal)

Burgoyne v Biggleswade Rural District Council act (pleadings to be delivered)

In re The Co's act, 1862 and In re The Anglo-American Exchange ld (Howick's case) motn entered in Witness List (day to be fixed)

Bristol Tramways and Carriage Co ld v Star Life Assurance Co act

Llewelyn v Lord swansea act

Thomas v Howell act

Naylor Leyland v Naylor Leyland act (not before April 24)

Good v Nicholson act (not before 2nd day in sittings)

Pavy v Smith act (not before depositions filed)

In re Broadhurst Gibson v Bayley Bayley v Gibson act & counter-claim

Ward v Wilson act

Batcheller v Tunbridge Wells Gas Co act (pleadings to be delivered)

In re Gordon Gordon v Willis adjd summs (to go into Witness List by order)

The Britannia Works Co ld v Human act

Johnston Die Press Co ld v J Shaw & Sons act (pending summs)

McGillivray v The Anglo-Klondike Mining Co ld act (pleadings to be delivered)

Spitzel v Chinese Corporation ld act

Jones v The Mayor, &c, of Pwllheli act (pleadings to be delivered)

Story v Turner act

Badische Anilin & Soda Fabrik v Leopold Cassella & Co act (April 29, after pt hd)

General Sulphide Co ld v Barton act

Powell v Brodhurst act

Hobson v Laycock act

Governor & Company of the New River, &c v Wilmot act

Lyddon & Co v Thomas act

Cory v Lewis act

Chaplin v Frewen act

Freeman v Allen, Dowden & Co act

Buder v Goodchild act

Homewood v Jeffries act

Harney v Ruthen act

Burrows v Lang act

London & General Properties Co ld v Davison act

Buckton v Christie act

Prout v Plymouth Breweries ld act

Northfleet Coal & Ballast Co ld v Butchard act

Pugh v Venmore act & counter-claim

Birkin v Andrews act (pleadings to be delivered)

Parker & Smith v J Satchwell & Co ld act

The Panuco Copper Co ld v Keswick act (not before April 27)

Leigh v Wigan Cannell Colliery ld act

Williams v Williams act

Browne v Browne act

London County Council v Metropolitan Electric Supply Co ld act (April 24)

Gore Booth v Gore Booth act

Before Mr. Justice BUCKLEY.
Adjourned Summonses.

In re W Terry Edwards v Terry pt hd

In re Gurney Gurney v Gurney pt hd (s o until after report)

Causes for Trial (with Witnesses).

Smith v Graves act (s o generally)

Temple v Leaver act In re Temple Leaver v Temple adjd summs (not before April 22)

W. H. Chaplin & Co ld v Vestry of St. Martin's-in-the-Fields act without pleadings (s o 21 days after disclosure)

Brushfield v Richards act

In re Woomnam Peele v Woomnam act

Matthews v Wilmer act (pleadings to be delivered)

A W Gamage ld v Beasley act (pleadings to be delivered)

Law v Spiers & Pond ld act Same v Same act (transferred from K. B. Division) (stand over)

Keovil v Blackstaffe act (pleadings to be delivered)

Ackerman v Smallpiece act deft dead (s o by order)

Northcroft v Pridaux act (amended pleadings to be delivered)

In re Brown Brown v Brown act and m f j (not to be heard before act in Probate Division disposed of)

Moore v Papillon act (pleadings to be delivered)

Bexhill Urban District Council v Hotel Metropole, Bexhill-on-Sea, ld act for trial (pleadings to be delivered)

Draper v Star Omnibus Co act (pleadings to be delivered)

Williams v Ingram act (not to be in the paper for four weeks after hearing of appeal or filing affidavit, by order, Oct 29, 1900)

In re John Lake & Son, ld Bolitho & Co v John Lake & Son, ld question in act entered in witness list

Urquhart v Newton act

Edison Bell Consolidated Phonograph Co ld v Columbia Phonograph Co ld act (pleadings to be delivered)

Green v Ellis act (s o for delivery of particulars)

Pilkington v Beck act (pleadings to be delivered)

Ledsam v London & North-Western Ry Co act

Hicks v Hicks act (pleadings to be delivered)

Powell v Strange act (pleadings to be delivered)

Rapkin v Blalberg act (pleadings to be delivered)

International Bank of London ld v Rio de Janeiro Flour Mills, &c, ld act (stayed until depositions filed)

Boussac v A W Gamage ld act (pleadings to be delivered)

Adler v Joel act (s o till after return of commission)

Wylor v Seear act

Wylor v Investment Trust ld act

Rigden v Hillsdon act and counterclaim (s o 10 days after return of Commission)

Kaplan v Goldstein act

Wehner v Papier Poudre ld act

Bridgwater v Wood act

Hobbs v Leon act (without pleadings) s o not before April 21

Lewis v Grimes act

Saville Bros ld v Bethell act

T A Gibb & Co v Livingston, Halton & Co ld act and adjd sums

Hawkes v Leyton Urban District Council motn entered in witness list (April 22)

Alldays & Onions Pneumatic Engineering Co ld v Sheffield Bellows & Tool Co motn entered in witness list

Clarke v Mayor, &c, of Devonport motn entered in witness list (April 18)

Daimler Motor Co ld v British Motor Traction Co ld motn entered in witness list (May 6)

Metropolitan Electric Supply Co ld v Ginder action (advanced by order, to be in list, April 18)

Duke of Northumberland v Anderson act

Pemberton v Mayor, &c, of Sunderland act

Atkins & Applegarth v Castner Kellner Alkali Co ld

Rastleigh v Slesman act

Attorney-Gen v County Council of Berkshire act

Hanbury v Jenkins act Hanbury v Thomas act to be in the paper together

Thurness ld v Dainton, Howard & Co act

White v Flude act

Sutcliffe v Askwith act

Sievler v Cooper act

Sachs v Cottrell act

Sturt v Kelf act

Ansonia Clock Co v Gorton act

Owle v Letts act

In re Green Green v Green act

In re Wyatt Wyatt v Wyatt act

Havens v Havens act and petn In re The Military Lands, &c, Act (expte Secretary of State for War) further hearing of petn to come on with act (by order)

In re Torrence Campbell v Whish adjd sums entered in witness list (by order)

Isaacs v Todd act

The Panuco Copper Co ld v Keswick act

Attorney-Gen v Bell act

L Allen & Co ld v Hough Sandys v L Allen & Co ld (acts consolidated)

Boxall v School Board for London act

Pizer v Sheffield act

The Welsbach Incandescent Light Co ld v Standard Incandescent Gas Light Co ld act

Great Western Ry Co v Talbot act

Sawyer v Continental Water and Electrical Power Syndicate ld (in Liquidation) act

Koerner v E Pinchin & Co act (without pleadings)

Thomas v Thomas act

Sutton v Curzon act

In re Frampton and George and V & P Acts, 1874 adjd sums set down in witness list (by order)

Le Mesurier v Le Mesurier act

Allingham v Clinch act

Evans-Williams v Byron act

Barshaw v Widdington Widdington v Barshaw act & counterclaim

G A Christian & anr v School Board for London & ors act

In re Arnold Fay Mortimer & ors v Silliance & ors act

Before Mr. Justice Joyce.
Retained by Order.

Motions.

Green Armytage v Chilton s o generally

Thomas v The Abercarne Co

Byfleet Estates ld v Driscoll

Ronskley v Universal Weldless Tube Co

Darlot v Guardianship of Infants Act (s o to come on with sums)

Adjourned Summonses.

In re Shaw Morgan v Mayer pt hd (s o generally)

Neville v Benjamin (s o until after inquiry)

In re Sergardi Trotter v Beechey (s o generally)

Martin v Winby (s o generally)

In re Ascroft Pridham-Wippel v Ireland (first day)

Great Central Ry v North-Eastern Ry Co

In re Elder Elder v Elder

In re Pearce & Greig's Contract & V & P Act, 1874

Tufnell v Tufnell act & m f j

In re Clarkson Clarkson v Meilerah Sandkuhl v Schuadhorst

In re Furness Furness v Stalkarrt Sutherland v Halifax Commercial Banking Co ld pt hd (s o)

In re Du Bochet Mansell v Allen (first day after pt hd)

Petition.

In re Moscrop's Policy, No 4,050

Causes for Trial (with Witnesses).

F Warr & Co ld v Edwards act (s o with liberty to apply to restore)

Rennie v Dracup act

Dunlop Pneumatic Tyre Co ld v Non-Collapsible Tyre Co ld act (pleadings to be delivered)

Attorney-General v Birmingham, Tame, & Rea District Drainage Board act

In re Allison's Patent, No 12,013 of 1887 & Patents, &c, Acts petn entered in witness list (s o for amendment)

Bullard v Bullard & Sons act

Bullard v Bullard act (pltf dead)

Coveney v Mayor, &c, of Colchester act (Trinity sittings)

Harrison v Gracie act and counterclaim (pltf bankrupt)

Millbank v Millbank act (s o to come on with anr act when ready)

Buchanan (trading &c) v Day act (pleadings to be delivered)

Tweedie v Oxley act and m f j

Peacock v Guest act (restored)

Ashworth v English Card Clothing Co act (not before April 29)

British Motor Traction Co ld v Sherrin act (pleadings to be delivered)

The Financial & General Syndicate ld v Gray act & m f j

In re Clark Clark v Foster adjd sums entered as witness list

De Burgh v Houston act (security ordered)

British Motor Co ld v Ford act

Davidson v The Queenswood School Board act

Fearn v Nesbitt act

Bence v Tanner act

In re Hill Shore v Hill act, counterclaim & question of liability of debts W Hill & anr & question of liability of debts J Hill & anr (not before April 30)

Worsley v Roller act

Damper v Bassett act

Edwards v Martin act

Eyton v Ferguson act & m f j

Orkin v South African (Orkin's) Syndicate ld act (not before May 1)

In re Moore Von Rosen v Von Rosen fur con directed to be entered in Witness List (April 23 after pt hd)

Hildesheimer v Coward act

Barson v Gibb act without pleadings

Pegamoid ld v British Leather Cloth Manufacturing Co ld act

Singer Cycle Co ld v The James Cycle Co ld act (pleadings to be delivered)

Abrahams v Payne act

Webster v Turner act

Loveday v Beaumont & Co act

Crowther v Reid act and questions of liability of debts Reid, Monteth & ors

Hodgson v Napier act

Drew v Jones act

Burmester v Vesey act

Belton v Assets Development Co ld act

Belton v Magner act

Enthoven v Thornton act & 3rd party notice of debt

Inman v Inman act

Elliman, Sons & Co v C Carrington & Son ld act

Musters v Worwick act

Wolmark v H W Caslon & Co ld act

Davies v Evans act

London & North-Western Ry Co v Mayor, &c, of Westminster act

In re Bird Wilkins v Bird act

Turner v Moon act

Jones v Smith act

Ferres v Colchester Brewery Co ld act

Dunlop Pneumatic Tyre Co ld v Moseley & Sons act

Pullen v Biles act

In re Longson Mills v Longson act

Kite v New Grand (Clapham Junction) ld act

Grace v Ashford act

Perkins v Vorwerk act

HIGH COURT OF JUSTICE.

KING'S BENCH DIVISION.

EASTER SITTINGS, 1901.

Appeals and Motions in Bankruptcy.

Appeals from County Courts for hearing before a Divisional Court Sitting in Bankruptcy, pending April 4th, 1901.

In re James & Son Expte The Official Receiver, Trustee v J Wilkeyson appl from the County Court of Devonshire, holden at Exeter

Motions in Bankruptcy for hearing before the Judge, pending April 4th, 1901.

In re Mateo Clark Expte The Debtor v Buenos Ayres Pacific Ry Co ld and anr (an action to be tried with this motion)

In re Pearce Expte The Erste Continentale Zahn Fabrik v Cesar, Trustee

In re Same Expte Mrs Ellis v Same

In re Same Expte Terrell v Same

In re Davis Expte Oughton, Trustee v Harmer & Harley ld

In re Rosenthal Expte Dunn, Trustee v E Rose & Sons ld

In re Sprange Expte Wilson v Mason, Trustee

In re Baillie Expte The Official Receiver v Mrs Baillie & ors

In re McKenzie Expte Hawkins, Trustee v Worthington & Co ld

In re O'Connor Expte The Board of Trade v Withnell, Trustee

In re Harrison & Ingram Expte F Campbell & Whianey, Trustee

In re Leach Expte Moore, Trustee v Hannah Leach

In re Ros Expte Harper v Martinell and anr

In re Cronmire, dec Expte Wells v Watkins, Trustee

In re Heywood Expte Hobbs, Trustee v A F Heywood

In re Pilling Expte The Debtor v Bogle, Liquidator of the Tyrian Construction Co ld

In re Stanley Expte Chas Jones v Smart, Trustee of property of W Phillips

In re Cronmire, dec Expte A M H Cronmire v Watkins, Trustee

In re Benjamin and anr Expte Norton and anr, Trustees v Johnstone, Benjamin & Co ld

In re Heinrich Expte Haslam v Wilson, Trustee

In re Hooley Expte Baden, Trustee v Thackray and Hardy

THE PROPERTY MART.

SALES OF THE ENSUING WEEK.

April 25.—Messrs. Foster, at the Mart, at 2: Leasehold Residence No. 4, Leinster-gate; held for 49½ years, at a ground-rent of £30. Solicitors, Messrs. Ford, Lloyd, Bartlett & Michelmore, London. (See advertisement, April 13, p. 3.)

April 26.—Messrs. Trollope, at the Mart, at 2: Freehold Town Residence in Dawson-place, Bayswater; let on repairing lease at £200 per annum. Solicitors, Walter Downson, Esq.; Messrs. Robins, Hay, Waters, & Hay; and Messrs. Stileman & Neale, all of London.—Leasehold Town House in Green-street, Park-lane, containing in all about 20 rooms, electric light, service lift, &c.; term 82½ years. Solicitor, W. W. Tarn, Esq., London. (See advertisements, this week, p. 5.)

April 28.—Messrs. E. & S. Smith, at the Mart, at 2:—Regent's Park: Three Private Dwelling-houses and Builder's Yard; let on lease at £197. Regent's Park: Commodious Family Residence; let on lease at £90. Euston-road: Private Hotel; let on lease at £68. Commercial-road, E.: Freehold Ground-rents of £30 per annum. Solicitor, Edward Hildr, Esq., London.—New Southgate: Long Leasehold Investment, amounting to £98 per annum. Solicitor, J. S. Blackmore, Esq., London.—Clerkenwell: Freehold Dwelling-house; let at £70 17s. per annum. Solicitors, Messrs. Wade & Lyall, London and Saffron Walden. (See advertisements, this week, p. 5.)

RESULTS OF SALES.

Messrs. H. E. Foster & Cranfield's Property Auction, at the Mart, E.C., on Wednesday last, included a small but valuable Freehold Estate at New Cross, comprising Nos. 92, 94, and 96, New Cross-road, with premises in the rear; with reversion to the rack-rents estimated at £195 per annum in 1914. After a brisk competition the property was sold at the sum of £2,800.

The same Firm also found buyers for the following Interests at the Mart on Thursday last:—

ABSOLUTE REVERSION to One-third of One-fourth of Freehold Ground-rents and other Property at Birmingham, estimated value £19,383; life 69 ... Sold 700

LIFE POLICIES for £1,500 in the London Life Association; life 47; annual premiums originally £38 12s. 6d., now £28 8s. 6d. ... 550

Messrs. C. C. & T. Moore sold, at the Mart, on Thursday, seven Freeholds in Christian-don, Commercial-road, £5,010; a Copyhold Shop in Repton-street, Linsenhove, £430; five Copyhold Houses near, £1,370; and a Freehold Workshop in West-street, Mile End, £80. Result of sale, £7,878.

DEATH.

BROADBRIDGE.—April 14, Frederick Broadbridge, barrister-at-law, of 8, New-court, Lincoln's-inn, the dearly-beloved husband of Annie H. Broadbridge, and eldest son of George Broadbridge, of Liverpool.

WINDING UP NOTICES.

London Gazette.—FRIDAY, April 12.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

AUTOMATIC ENGINEERING CO., LIMITED.—Petn for winding up, presented April 1, directed to be heard on April 24. Hill, 98, Mosley st, Manchester, solr to petntr. Notice of appearing must reach Pritchard & Co., Painters' Hall, Little Trinity lane, London, not later than 6 o'clock in the afternoon of April 23.

CARDON STEAMSHIP CO., LIMITED (IN VOLUNTARY LIQUIDATION).—Creditors are required, on or before May 24, to send their names and addresses, and the particulars of their debts or claims, to Edwin Jenkins, 118, The Exchange, Cardiff.

MERCANTILE CO., LIMITED.—Creditors are required, on or before May 14, to send their names and addresses, and the particulars of their debts or claims, to Charles Frederick Burton, 27, Nicholas in.

NEW LONDON DISCOUNT CO., LIMITED.—By an order made by Wright J, dated Jan 16, it was ordered that the voluntary winding up of the company be continued. Richards, 2, Dane inn, Strand, solrs for the petntr.

London Gazette.—TUESDAY, April 16.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

A. OLLEY & CO. (ESTD), LIMITED (IN LIQUIDATION).—Creditors are required, on or before April 30, to send their names and addresses, and the particulars of their debts or claims to E. G. Davies, 1, Lombard st.

ANGLO-FOREIGN INVESTMENT CORPORATION, LIMITED.—Petn for winding up, presented April 13, directed to be heard on April 24. Ward & Co., 7, King st, Cheapside, solrs for petntrs. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of April 23.

ANGLO-WESTERN DEVELOPMENT SYNDICATE, LIMITED.—Creditors are required, on or before May 22, to send their names and addresses, and the particulars of their debts and claims, to Augustine Cecil Waller, 9, Fenchurch st.

BERRY & PHILLIPS, LIMITED.—Creditors are required, on or before May 16, to send their names and addresses, and the particulars of their debts or claims, to William Henry Vale, Ramaden sq, Barrow in Furness. Townsend, solr to the liquidator.

BANKRUPTCY NOTICES.

London Gazette.—FRIDAY, April 12.

RECEIVING ORDERS.

ARMITAGE, DAVID, New Shildon, Durham, Jeweller Durham Pet March 21 Ord April 4

BIBBERSON, FRED, Bolton, Jeweller Bolton Pet April 10 Ord April 10

BOUTCHER, WILLIAM ALFRED, Topham, Devon, Grocer Exeter Pet April 10 Ord April 10

BROCKBANK, JAMES HARRISON, Brook Green, Vocalist High Court Pet April 4 Ord April 4

DE WARD, THOMAS, Gravesend, Builder Rochester Pet April 10 Ord April 10

GOS, HARRIS, Bristol, Mating House Keeper Bristol Pet April 10 Ord April 10

GWILLIAM THOMAS BENJAMIN, Acofrefr, Denbighs, Grocer Wrexham Pet April 4 Ord April 4

HALL, JOHN THOMPSON, Darlington, sharebroker Stockton on Tees Pet March 25 Ord April 4

JONES, HUGH, Brynecy, Anglesey, Builder Bangor Pet April 10 Ord April 10

MASON, SARAH ALICE, Devonport, Licensed Victualler Bolton Pet March 29 Ord April 10

MORRICE, GEORGE LEVER, Gresham st, Merchant High Court Pet March 7 Ord April 10

FRANKSON, A. W. B., Palmerston bldgs, Contractor High Court Pet March 25 Ord April 10

REER, STEPHEN DAVID, Narberth, Pembroke, Licensed Victualler Pembroke Dock Pet April 10 Ord April 10

SUTCLIFFE, FREDERICK CHARLES, Halifax, Cabinet Maker Halifax Pet April 4 Ord April 4

TERRY, EDMUND RICHARD, Ramsgate, Cattle Dealer Canterbury Pet April 10 Ord April 10

THREDDER JOSEPH WILLIAM, Liverpool, Licensed Victualler Liverpool Pet April 10 Ord April 10

TYNDALL, JOSEPH, Barrow in Furness, Baker Barrow in Furness Pet April 10 Ord April 10

WOOD, JOSEPH, Worthington, Cumberland, Auctioneer Cocker-mouth Pet April 6 Ord April 6

WINTER, GEORGE, Bristol, Grocer Bristol Pet April 10 Ord April 10

Amended notice substituted for that published in the London Gazette of April 3:

SIRLEY, RALPH, Gloucester Gloucester Pet Feb 27 Ord March 29

FIRST MEETINGS

AMIES, JOHN, Suffolk, Norfolk, Labourer April 20 at 12 Off Reg, 3, King st, Norwich

BLINKHORN, FRED, Bolton, Jeweller April 24 at 11 Off Reg, Exchange st, Bolton

BOUTCHER, WILLIAM ALFRED, Topham, Devon, Grocer April 25 at 10 30 Off Reg, 13, Bedford circus, Exeter

BROOKS, WILLIAM P., Perth, Glam, Doctor of Medicine April 25 at 12 117, St Mary st, Cardiff

ELECTRICAL VEHICLE SYNDICATE, LIMITED.—Creditors are required, on or before May 31, to send their names and addresses, and the particulars of their debts or claims, to Alfred Holmes, Forland rd, Newcastle on Tyne. Gresham & Co, Old Jewry chambers, solrs to liquidator.

NANNING CONSOLIDATED GOLD MINES, LIMITED.—Creditors are required, on or before May 13, to send their names and addresses, and the particulars of their debts or claims, to Edward Joseph Townsend, 82, Queen Victoria st. Arber & Lewis, Old Jewry chambers, solrs to liquidator.

OAK MANUFACTURING CO., LIMITED.—Creditors are required, on or before May 17, to send their names and addresses, and the particulars of their debts or claims, to Joseph Eastwood & Co, 6, Cross st, Manchester. Booth & Sons, Oldham, solrs for liquidators.

SHRETLIFF CORPORATION, LIMITED.—Petn for winding up, presented April 13, directed to be heard on April 24. Waltons & Co, 101, Lombard st, solrs for petntrs. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of April 23.

THOMAS SCOTT & CO., LIMITED.—Creditors are required, on or before June 1, to send their names and addresses, and the particulars of their debts or claims, to George William T. Wensell, Gole. Hind & Co, Gole, solrs to liquidator.

TOWANNA GOLD MINES OF WESTERN AUSTRALIA, LIMITED (IN LIQUIDATION).—Creditors are required, on or before May 31, to send their names and addresses, and the particulars of their debts or claims, to Birchalls, 85, Gracechurch st, solrs for liquidator.

UNIVERSAL CORPORATION OF WESTERN AUSTRALIA, LIMITED (IN LIQUIDATION).—Creditors are required, on or before May 31, to send their names and addresses, and the particulars of their debts or claims, to Birchalls, 85, Gracechurch st, solrs for liquidator.

CREDITORS' NOTICES.

UNDER 22 & 23 VICT. CAP. 35.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, April 5.

BAILEY, JOHN RAND, Nice, France May 11. Comyns, Gracechurch st

BARRETT, SAMUEL, Leominster, Surgeon May 13. Bird & Co, Gray's inn sq

BARRETT, GEORGE HERBERT, Sheffield May 13. Gilson, Sheffield

BENNETT, ANN STOCKS, Southampton May 4. Buck & Co, Southampton

BENFORD, GEORGE MONTAGU BALNBROUGH, Trafalgar sq May 15. Golding & Hargrove, Cannon st

BINGHAM, CHARLES HENRY, Sheffield, Silver Plate Manufacturer August 1. Ryalls & Son, Sheffield

BONINWELL, SOPHIA ELIZABETH, Harringay May 7. Cronin & Son, Bloomsbury

BURROWS, HENRY RUSSELL, Maidenhead May 18. Barnard & Taylor, Lincoln's inn fields

COOK, JOHN, Bickenhead April 30. Trafford & Cook, Norwich

CURTIS, JANE CHARLOTTE, 8-11, May 1. Dawes & Sons, Throgmorton st

CURTIS, CHARLES WILLIAM, Medstead, Hants, Farmer April 25. Shield & Mackerness, Alresford, Hants

DILLON, FRANCIS, Plymouth April 27. Lane & Cottler, Plymouth

DOWNARD, ELLEN, Waterloo, nr Liverpool April 30. Howard & Co, Liverpool

DOYLE, MARY ANN, Eccles, nr Manchester May 6. Bowden & Liversay, Manchester

ECCLES, ARTHUR SYMONS, Hertford st, Mayfair, Physician May 1. Slade, Swanage

FENTON, JOSEPH, Barnby on the Marsh, Yorks, Carrier April 15. Everett & Sylvester, Gole

FLETCHER, WILLIAM, Brixton May 20. Kent, Cheapside

FRASER, MARY ANN, Forest Gate, Essex May 3. Hughes & Sons, Bedford st, Covent garden

HARGREAVES, ANN, Higher Broughton, nr Manchester April 25. Holt & Co, Manchester

HARVEY, HANNAH, Cheltenham May 15. Jones & Stokeway, Gloucester

HOWLAND, ELIZABETH PARSONS, Oxford June 1. Birch, Thames

JOPPIN, LOUISA, Cheyne walk, Chelsea May 31. Stuckey & Co, Brighton

JOSEPH, RIGHT HON JOHN BAPTISTE, Wenge, Bueha May 14. Witham & Co, Gray's inn sq

KINTON, JOHN JOSEPH, Leamington, Warwick July 6. Mansbury & Woodhouse, Leicester

LINNELL, WILLIAM, Manchester, Merchant May 18. Dixon & Linneil, Manchester

MILNE, MARGARET, Hove, Sussex May 6. Nye & Treacher, Brighton

MOORE, WILLIAM JAMES, Cheltenham, Plumber June 24. McLaron, Cheltenham

RHODES, THOMAS, Sheffield May 20. Lucas & Padley, Sheffield

SAVAGE, ABRAHAM, Cawood, Yorks, Potato Merchant May 1. Gray & Dodsworth York

SCOTT, MARY JANE, Trimdon Grange Colliery, Durham May 6. Langley, Stockton on Tees

SENN, HENRY, Doncaster, Sand Merchant May 7. Atkinson & Son, Doncaster

SHIBRAID, MARTHA, Bradford May 13. Sugden & Harford, Ironmonger in Thorpe, Mary Ann, Leeds May 7. Barnett & Shirer, Watling st, Budge row

TURBELL, GEORGE WILLIAM, East Molesey, Surrey May 1. Cann & Son, Gracechurch st

VENITT, HANNAH, Pudsey, Yorks, Cabinet Maker April 27. Banks & Co, Bradford

WARD, FREDERICK, M.A., Windermerre May 15. Darley & Cumberland, John st

WHITMORE, HENRY, Romford, Miller May 9. Hunt & Co, Romford

WRAGO, HENRY, Cambridge Heath, Baker May 11. Pedley & Co, Bush lane

WARNING TO INTENDING HOUSE PURCHASERS AND LESSORS.—Before purchasing or renting a house have the Sanitary Arrangements thoroughly Tested and Reported upon by an Expert from The Sanitary Engineering Co. (H. Carter, C.E., Manager), 65, Victoria-street, Westminster. Fee quoted on receipt of full particulars. Established 25 years. Telegrams, "Sanitation," London. Telephone, "No. 316 Westminster."—[ADVT.]

JOHNSTONE, CARIL, Cleveland row, St James's April 24 at 11 Bankruptcy bldg, Carey st
 JORDAN, WILLIAM, Nottingham, Fishmonger April 22 at 12 Off Rec, 4, Castle pl, Park st, Nottingham
 LIGHTFOOT, JOHN, Gateshead, Printer April 19 at 11.30 Off Rec, 20, Mosley st, Newcastle on Tyne
 MASSEY, ALFRED, and WILLIAM JOHN MASSEY, Newport, Salop Engineers April 22 at 12 Wright & Westhead, 1, Martin st, Stafford
 MOSE, ARTHUR, Crewe, General Dealer April 19 at 10.30 Royal Hotel, Crewe
 PERRY, WILLIAM, Whitechurch, Salop, Dealer in Machinery April 19 at 11 Royal Hotel, Crewe
 PINDAR, JOHN, Rotherham, Yorks, Grocer April 22 at 12 Off Rec, Fyfe lane, Sheffield
 PRICE, JOSEPH, and ALBERT PRICE, Oakengates, Salop, Bakers May 1 at 11.30 County Court Office, Madeley
 RIFTON, GEORGE, Rotherham, Yorks, Steel Worker April 22 at 12.30 Off Rec, Fyfe lane, Sheffield
 ROSS, JAMES, Duffell, Wores April 19 at 3 Off Rec, Wolverhampton st, Dudley
 SAXTON, ALFRED HARRY, Norwich, Cabinet Maker April 22 at 12 Auction Mart, Tokenhouse yd, London
 SHUTE, JOHN, Watton, Bridport, Dairyman April 19 at 12.30 Off Rec, Endless st, Salisbury
 SUTCLIFFE, FREDERICK CHARLES, Halifax, Cabinet Maker April 24 at 3 Off Rec, Townhall chmbrs, Halifax
 WARREN, S, Parkstone, Dorset April 19 at 1 Off Rec, Endless st, Salisbury
 WASHINGTON, THOMAS, Middlewich, Fallmonger April 19 at 10.45 Royal Hotel, Crewe
 WATSON, WILLIAM THOMAS OSBORNE, Sunderland, Grocer April 19 at 3.30 Off Rec, 25, John st, Sunderland
 WILSON, THOMAS, Kingston upon Hull, Picture Frame Maker April 19 at 11 Off Rec, Trinity House lane, Hull
 WOOD, JOHN HENRY, Chesterfield, Brewer's Agent April 19 at 2.15 Angel Hotel, Chesterfield

ADJUDICATIONS.

ATKINSON, THOMAS LAWRENCE, Bradford, Solicitor Bradford Pet March 20 Ord April 10
 BLINKHORN, FRED, Bolton, Jeweller Bolton Pet April 10 Ord April 10
 BOUTCHER, WILLIAM ALFRED, Topsham, Devons, Grocer Exeter Pet April 10 Ord April 10
 BROOKHAYK, JAMES HARRISON, Brook Green, Vocalist High Court Pet April 4 Ord April 10
 BROOKS, WILLIAM F, Porth, Glam, Doctor of Medicine Cardiff Pet Jan 23 Ord April 1
 DAVIES, JOHN RUSTED, Llanfyllfach, Cardigans, Provision Merchant High Court Pet Feb 14 Ord April 4
 DE WARD, THOMAS, Gravesend, Bulder Rochester Pet April 10 Ord April 10
 DUNCAN, WILLIAM ONE, Fulham High Court Pet Jan 1 Ord April 10
 GWILLIAM, THOMAS BENJAMIN, Acrefair, Denbighs, Grocer Wrexham Pet April 4 Ord April 4
 JONES, RICH, Brynnydd, Anglesey, Builder Bangor Pet April 10 Ord April 10
 LETTS, BENJAMIN WALTER, Birmingham, Plumber Birmingham Pet March 25 Ord April 10
 LOS, PETER, and ALFRED SAVERAUX, Greek st, Soho, Artistic Decorators High Court Pet March 1 Ord April 4
 MOORE, THOMAS, Clapham rd High Court Pet Nov 23 Ord April 4
 RYE, ROBERT, Southgate rd, Wheelwright High Court Pet Feb 23 Ord April 4
 SUTCLIFFE, FREDERICK CHARLES, Halifax, Cabinet Maker Halifax Pet April 4 Ord April 4
 TERRY, EDMUND RICHARD, Ramsgate, Cattle Dealer Canterbury Pet April 10 Ord April 10
 THREDDER, JOSEPH WILLIAM, Liverpool, Licensed Victualler Liverpool Pet April 10 Ord April 10
 VIBART, NEVILLE, St James's st High Court Pet Jan 7 Ord April 4
 WARNER, POWELL, Finsbury circus, Solicitor High Court Pet Feb 28 Ord April 4
 WOOD, JOSEPH, Workington, Cumbria, Auctioneer Workington Pet April 6 Ord April 6

London Gazette.—TUESDAY, April 16.

RECEIVING ORDERS.

APPELGADE, JAMES, Kinloch st, Hornsey rd High Court Pet March 15 Ord April 13
 ATKINSON, FREDERICK, Hastings, Solicitor Hastings Pet April 11 Ord April 11
 BAILES, ROBERT CHARLES AUGUSTUS, Hanley on Thames, Surgeon Reading Pet Jan 29 Ord March 9
 BARWELL, GEORGE, Herongate, nr Brentwood, Grocer High Court Pet March 19 Ord April 13
 BENTLEY, WILLIAM ROBINSON, Gloucester, Grocer Gloucester Pet April 12 Ord April 12
 BRADLEY, ALFRED, Leeds, Quarry Owner Leeds Pet March 29 Ord April 10
 BRIGHT, THOMAS HENRY, Brittonferry Neath Pet April 12 Ord April 12
 BROWN, THOMAS, Kingston upon Hull, Timber Merchant Kingston upon Hull Pet March 29 Ord April 11
 BUCKLEY, JOHN, Portsea Hants Portsmouth Pet April 11 Ord April 11
 CALLAGHAN, ARTHUR, Blackburn, Undertaker Blackburn Pet April 11 Ord April 11
 COLLINS, FRANK, Farnham, Sussex, Horse Dealer Brighton Pet March 14 Ord April 12
 CORFIELD, JOHN HOLLINGSWORTH, Cardiff, Builder's Merchant Cardiff Pet April 11 Ord April 11
 DAVIES & SMITH, Cardiff, Drapers Cardiff Pet March 19 Ord April 4
 DORRIS, E H, Wetherby pl, Kensington High Court Pet March 15 Ord April 11
 FAIRCLOUGH, THOMAS, Bolton, Provision Dealer Bolton Pet April 11 Ord April 11
 GARNICLIFF, CHARLES CONRAD, Clevedon, Temperance Hotel Proprietor Bristol Pet April 11 Ord April 11
 GANT, BENJAMIN, Norwich, Builder Norwich Pet April 13 Ord April 13
 GOLBY, THOMAS GEORGE, Coventry, Builder Coventry Pet April 4 Ord April 12
 GREENHALGH, THOMAS, Nelson, Lancs, Fruit Merchant Burnley Pet April 11 Ord April 11

GREENWOOD, THOMAS, Halifax, Grocer Halifax Pet April 11 Ord April 11
 HARDMAN, GEORGE, Blackpool, Builder Preston Pet March 29 Ord April 12
 HOLT, G H, Avonmore gdns, W Kensington, Insurance Broker High Court Pet Jan 31 Ord April 12
 HUTCHINSON, JOHN, Newcastle on Tyne, Pianoforte Dealer Newcastle on Tyne Pet April 11 Ord April 11
 KAYE, URIAH, Bradford, Wool Merchant Bradford Pet April 11 Ord April 11
 KELLIE, JOHN, Liverpool, Watchmaker Liverpool Pet March 22 Ord April 11
 LAKIN, JOHN HENRY, Bewdley, Worcester, Saddler Kidderminster Pet April 11 Ord April 11
 MASON, JAMES DOUGLAS CATTLEY, Petersham, Surrey, Clerk Wandsworth Pet Feb 9 Ord April 11
 MOUNTAIN, PERCIVAL, Kingston upon Hull, Vaccination Officer Kingston upon Hull Pet April 12 Ord April 12
 PAYNTER, THOMAS SMITH, Clarendon rd, Holland Park av, Manufacturers' Agent High Court Pet April 11 Ord April 11
 ROBINSON, GEORGE THOMAS, and WILSON ROBINSON, Southill, York, Dyer Dewsbury Pet April 10 Ord April 10
 SARGANT, W S, & Co, Chiswick, Boat Builders Brentford Pet March 7 Ord April 12
 SEWARD, WILLIAM, Greenhill rd, Harlesden, Stock and Share Dealer High Court Pet March 12 Ord April 11
 SIDNEY, STEPHEN HENRY, Skeldergate, Confectioner York Pet April 10 Ord April 10
 STOCKER, JAMES, Swan st, Southwark High Court Pet March 16 Ord April 11
 WALKER, JOHN, and JOHN WALKER, jun, Barnstaple Barnstaple Pet April 4 Ord April 13
 WALTERS, HENRY, Newport, Mon, Bootmaker Newport, Mon Pet April 13 Ord April 13
 WESTMORELAND, JOHN THOMAS, Horsforth, nr Leeds Leeds Pet April 11 Ord April 11
 WHITE, WILLIAM, Bath, Ironmonger Bath Pet March 30 Ord April 12
 WILBY, ROBERT, and ALBERT WILBY, Leicester, Boot Manufacturers Leicester Pet April 12 Ord April 12
 WILCOX, EDWARD MARTIN, Wiesbaden rd, Stoke Newington, Mercantile Clerk High Court Pet April 13 Ord April 13
 WILLIAMS, THOMAS JENKIN, Nayland, Pembroke, Grocer Pembroke Dock Pet April 11 Ord April 12
 WINCKLER, HENRY, Forest Hill, Commission Agent Greenwich Pet April 11 Ord April 11
 WOOLF, I & Co, Duke st, Spitalfields, Boot Manufacturers High Court Pet March 21 Ord April 11

FIRST MEETINGS.

ASPINALL, WILLIAM, Ashton under Lyne, Grocer April 24 at 2.30 Off Rec, Byrom st, Manchester
 AVERY, CHARLES KING, Kings' Norton, Worcester, Chaff Dealer April 24 at 11 174, Corporation st, Birmingham
 BARRETT, DAVID, Birmingham, Manager of a Company April 24 at 11 174, Corporation st, Birmingham
 BROOKHAYK, JAMES HARRISON, Brook Green, Vocalist April 24 at 2.30 Bankruptcy bldg Carey st
 BUCKLEY, JOHN, Portsmouth April 23 at 3 Off Rec, Cambridge junc, High st, Portsmouth
 CARRY, JOSEPH WILLIAMSON, Aintree, nr Liverpool, Solicitor April 24 at 2 Off Rec, 35, Victoria st, Liverpool
 CLARK, ARTHUR W, Aylesbury, Bucks April 23 at 3.30 1, St. Aldate's, Oxford
 COLLINS, JOHN, Mortlake, Pork Butcher April 23 at 12.30 24, Railway app, London Bridge
 COWLING, WILLIAM DUDLEYPORT, Staffs April 23 at 12 Off Rec, 4, Castle pl, Park st, Nottingham
 CRAIG, JAMES, Collicote, nr Welwyn, Farmer April 25 at 11.30 Chamber of Commerce, 63, George st, Luton
 DE WARD, THOMAS, Gravesend, Bulder April 29 at 10.30 115, High st, Rochester
 ELDREDGE, JOSEPH, Ovingde, Kent, Carman May 2 at 9 Off Rec, 68, Castle st, Canterbury
 ELLIOTT, JOSEPH JACKSON, Liverpool, Meat Salesman April 25 at 10.30 Off Rec, 35, Victoria st, Liverpool
 FAIRCLOUGH, THOMAS, Tonge within Bolton, Provision Dealer April 25 at 3 Off Rec, Exchange st, Bolton
 GARNICLIFF, CHARLES CONRAD, Clevedon, Somerset, Temperance Hotel Proprietor April 24 at 11.45 Off Rec, Baldwin st, Bristol
 GOS, CHARLES, Bristol, Rating Housekeeper April 24 at 12 Off Rec, Baldwin st, Bristol
 GREENWOOD, THOMAS, Halifax, Grocer April 24 at 3.30 Off Rec, Townhall chmbrs, Halifax
 HALL, JOHN THOMPSON, Darlington, Sharebroker April 25 at 11 North-Eastern Hotel, Darlington
 HASLAM, JOHN RIVETT, Gloucester, General Dealer April 23 at 12 Off Rec, Station rd, Gloucester
 HOLT, G H, Avonmore gdns, W Kensington, Insurance Broker April 30 at 11 Bankruptcy bldg, Carey st
 HOWELL, SIDNEY WILFRED, Wolverhampton, Corn Merchant April 24 at 10 Off Rec, Wolverhampton
 KAYE, URIAH, Bradford, Wool Merchant April 24 at 11 Off Rec, 31, Manor row, Bradford
 KENT, CHARLES, Stratton St Margaret, nr Swindon, Baker April 24 at 11 Off Rec, 35, Regent circus, Swindon
 LANCASTER, HERBERT, and SAMUEL BELFIELD, Birkenhead, Book Binders April 24 at 12 Off Rec, 35, Victoria st, Liverpool
 LEDGER, CHARLES, Bournemouth, Contractor April 25 at 12 Bankruptcy bldg, Carey st
 LEE, ROBERT, Charlton, Tailor April 23 at 11.30 24, Railway app, London Bridge
 LETTS, BENJAMIN WALTER, Birmingham, Plumber April 26 at 11 174, Corporation st, Birmingham
 LUGG, JAMES MICHAEL ARTHUR, Biele, Glas, Licensed Victualler April 23 at 3 Off Rec, Station rd, Gloucester
 MASON, SARAH ALICE, Bolton, Licensed Victualler April 24 at 3 Off Rec, Exchange st, Bolton
 MORRICE, GEORGE LEVER, Gresham st, Merchant April 29 at 11 Bankruptcy bldg, Carey st
 PAYNE, JOHN WYNN, Kingswinford, Grocer April 23 at 1.30 W R Skellding, Auctioneer, High st, Stourbridge

POSBETT, TOM CALLAS, Gt Wigston, Leicesters, Boot Dealer April 23 at 12.30 Off Rec, 1, Berridge st, Leicester
 PUDDY, NATHANIEL STRONG, and CHARLES CHICK COX, Kingswood, Glas, Boot Manufacturers April 24 at 1.30 Off Rec, Baldwin st, Bristol
 SKELLAGH, ISAAC, Hanley, Staffs, Cabinet Manufacturer April 24 at 11.30 Off Rec, Newcastle under Lyme
 SROBLAND, HERBERT, Chancery in April 24 at 12 Bankruptcy bldg, Carey st
 SIDNEY, STEPHEN HENRY, Skeldergate, Yorks, Confectioner April 24 at 12.15 Off Rec, 28, Stonegate, York
 SILVER, SAMUEL, and HENRY SILVER, Rivington st, Currier rd, Manufacturing Upholsterers April 25 at 11 Bankruptcy bldg, Carey st
 STEPHENS, EDWIN, Ealing, Hotel Keeper April 24 at 3 Bankruptcy bldg, Carey st
 STOKES, FREDERICK, Workshop, Notts, Auctioneer April 25 at 12 Off Rec, Fyfe lane, Sheffield
 TERRY, EDMUND RICHARD, Ramsgate, Cattle Dealer May 2 at 9.30 Off Rec, 68, Castle st, Canterbury
 THREDDER, CHARLES ALBERT, Mason's av, Basinghall st, Licensed Victualler April 26 at 12 Bankruptcy bldg, Carey st
 THORLEY, JOHN EVANS, Birmingham April 24 at 12 174, Corporation st, Birmingham
 WELSH, CHARLES, Reading, Furniture Dealer April 25 at 3 Bankruptcy bldg, Carey st
 WILBY, ROBERT, and ALBERT WILBY, Leicester, Boot Manufacturers April 23 at 3 Off Rec, 1, Berridge st, Leicester
 WINDRED, WILLIAM, Brockley April 24 at 11 Bankruptcy bldg, Carey st
 WINNALL, THOMAS, Wolverhampton, Decorator April 24 at 9.30 Off Rec, Wolverhampton
 WINTER, GEORGE, Bristol, Grocer April 24 at 3 Off Rec, Baldwin st, Bristol

ADJUDICATIONS.

ARMITAGE, DAVID, New Shildon, Durham, Jeweller Durham Pet March 21 Ord April 12
 ATKINSON, FREDERICK, Hastings, Solicitor Hastings Pet April 11 Ord April 11
 BENTLEY, WILLIAM ROBINSON, Gloucester, Grocer Gloucester Pet April 12 Ord April 12
 BOWMAN, GEORGE JOSEPH, Approach rd, Victoria park, Glas, Merchant High Court Pet March 6 Pet April 13
 BRANDON, ESTHER ELLEN, Bickenhall mansions, Portsmouth, High Court Pet March 8 Ord April 13
 BRIGHT, THOMAS HENRY, Brittonferry Neath Pet April 12 Ord April 12
 BROWN, WILLIAM, Chancery la, Glass Merchant High Court Pet March 27 Ord April 13
 BUCKLEY, JOHN, Portsea, Hants Portsmouth Pet April 11 Ord April 11
 CALLAGHAN, ARTHUR, Blackburn, Undertaker Blackburn Pet April 11 Ord April 11
 CHERRYMAN, FELIX JAMES, Steyning, Sussex, Butcher Brighton Pet March 27 Ord April 13
 CLARKE, ANTHONY, 8 Norwood, Bookseller's Traveller Croydon Pet March 28 Ord April 13
 CORFIELD, JOHN HOLLINGSWORTH, Cardiff, Builder's Merchant Cardiff Pet April 11 Ord April 11
 CRAIG, JAMES, Collicote, nr Welwyn, Herts, Farmer Luton Pet Feb 21 Ord April 11
 DE BURGH, ULICK JOHN RUPERT, Gower st High Court Pet Feb 1 Ord April 13
 FORTESCUE, WILLIAM LEWIS BATEMAN, Oringbury, Northampton, Farmer Northampton Pet March 12 Ord April 13
 FRIEDMAN, EMIL, Tottenham Court rd, Wire Jeweller Brighton Pet March 29 Ord April 13
 GANT, BENJAMIN, Norwich, Builder Norwich Pet April 13 Ord April 13
 GREENHALGH, THOMAS, Nelson, Fruit Merchant Burnley Pet April 11 Ord April 11
 GREENWOOD, THOMAS, Halifax, Grocer Halifax Pet April 11 Ord April 11
 HOWELL, SIDNEY WILFRED, Staffs, Corn Merchant Wolverhampton Pet March 22 Ord April 13
 HUGGILL, ALFRED GEORGE, New Brompton, Kent Rochester Pet March 18 Ord April 13
 KAYE, URIAH, Bradford, Wool Merchant Bradford Pet April 11 Ord April 11
 LAKIN, JOHN HENRY, Bewdley, Worcesters, Saddler Kidderminster Pet April 11 Ord April 11
 LEE, ROBERT, Charlton, Tailor Greenwich Pet March 11 Ord April 10
 MASON, SARAH ALICE, Deansgate, Licensed Victualler Bolton Pet March 29 Ord April 11
 MERRIE, CATHERINE JANE, Harborne, Staffs, Licensed Victualler Birmingham Pet April 4 Ord April 12
 MOUNTAIN, PERCIVAL, Kingston on Hull, Vaccination Officer Kingston on Hull Pet April 12 Ord April 12
 PAYNTER, THOMAS SMITH, Holland Park av, Manufacturers' Agent High Court Pet April 11 Ord April 11
 PHILLIPS, ANGELO BEKARD, Wood Green Edmonton Pet Feb 11 Ord April 10
 SIDNEY, STEPHEN HENRY, Skeldergate, York, Confectioner York Pet April 10 Ord April 10
 THOMPSON, ALBERT, Leicester, Cab Proprietor Leicester Pet March 23 Ord April 12
 WALTERS, HENRY, Newport, Bootmaker Newport, Mon Pet April 13 Ord April 13
 WARREN, SOLOMON, Parkstone Dorset Poole Pet March 30 Ord April 12
 WESTMORELAND, JOHN THOMAS, Horsforth, nr Leeds Leeds Pet April 11 Ord April 11
 WILBY, ROBERT, and ALBERT WILBY, Leicester, Boot Manufacturers Leicester Pet April 12 Ord April 12
 WILCOX, EDWARD MARTIN, Stoke Newington, Mercantile Clerk High Court Pet April 13 Ord April 13
 WINCKLER, HENRY, Cannon st, Commission Agent Greenwich Pet April 11 Ord April 11

PROVINCIAL FIRM of Solicitors Desire to very confidently recommend as Agent a young London Practitioner distinguished in High and County Court matters.—Devon, care of "Solicitors' Journal," 27, Chancery-lane.